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Madison Metropolitan School District Board of Education and Madison Teachers Incorporated (1977)

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Madison Metropolitan School District Board of Education and Madison Teachers Incorporated (1977)

Keywords

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Comments

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TEACHERS' COLLECTIVE BARGAINING AGREEMENT

January 1, 1977 - October 15, 1978

Master Contract

between

Board of Education

Madison Metropolitan School District

545 W. Dayton

Madison, Wisconsin 53703

and

Madison Teachers Incorporated

121 S. Hancock Street

Madison, Wisconsin 53703

x10/78

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James J. Fiore
Richard D. Kopp
Karen L. Stein
Mary N. Wilburn
Tom DeBoor Student Member
Andy Munts Student Member

Negotiation Team

John T. Coughlin, Chief Negotiator
Maurice E. Sullivan, Director, Employee Services
Michael Condit, Assistant Director, Administrative Services
Phillip J. Ingwell, Coordinator, Employee Services
Glenn Borland, Principal, LaFollette High School
Leonard Rush, Principal, Jefferson Middle School
Alice Benn, Principal, Hoyt School

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Daniel Nelson (Middle)
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Patricia L. Paff
Susan J. Bauman
John A. Matthews, Executive Director
Nicholas A. Linden, Assistant Executive Director

EFFECTIVE DATES

This document entitled Collective Bargaining Agreement (Master Contract) - Madison Board of Education - Madison Teachers Incorporated, January 1, 1977 - October 15, 1978 is effective as of January 1, 1977 and shall continue in force until changed by later agreement. If new agreements are reached, a new master agreement shall be published which shall contain all present agreements published herein and such changes, additions or deletions as shall be mutually agreed to.

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Nicholas A. Linden, Assistant Executive Director

A. MANAGEMENT RIGHTS CLAUSE

1. The Board of Education on its own behalf hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by applicable law, rules, and regulations to establish the framework of school policies and projects including, (but without limitation) because of enumeration, the right:
 - a. To the executive management and administrative control of the school system and its properties, programs and facilities.
 - b. To employ all personnel and, subject to the provisions of law or State Department of Public Instruction regulations, determine their qualifications and conditions of employment, or their dismissal or demotion, their promotion and their work assignment.
 - c. To establish and supervise the program of instruction and to establish and provide supervision under agreed upon rules for such programs of an extra-curricular nature as the Board of Education feels are of benefit to students.
 - d. To determine means and methods of instructions, selection of textbooks, and other teaching materials, the use of teaching aids, class schedules, hours of instruction, length of school year, and terms and conditions of employment.
2. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the terms of this agreement and Wisconsin Municipal Employment Relations Act.
3. The Board further recognizes the unique value of the teaching staff and the administrative officers of the Board of Education to advise the Board on matters of policies relating to pupils, the building construction and maintenance of schools, and especially the instruction of pupils; and instructs the Superintendent to seek the advice and counsel of the teaching staff and the administrative staff whenever the Superintendent deems the advice and counsel pertinent.

B. COLLECTIVE BARGAINING REPRESENTATIVE

1. The Board of Education, pursuant to a Certification of Representatives for Joint School District No. 8, City of Madison, et al (Madison Metropolitan School District), (Case I No. 9691 ME-150 Decision No. 6746) made by the Wisconsin Employment Relations Board on June 11, 1964 and revised on June 7, 1966 and as modified by Case XLIV, No. 19827 ME - 1263, Decision No. 14161 A and I 9691, ME 150 Decision No. 6746-C 1-7-77, recognizes Madison Teachers as the exclusive collective bargaining representative* for the purposes of conferences and negotiations with the Board of Education on questions of wages, hours and conditions of employment in a mutually genuine effort to reach agreement with reference to the subjects under negotiation.
2. Hereinafter the term "teacher" refers to anyone in the collective bargaining unit.

*for all regular full-time and regular part-time certificated teaching personnel employed by Madison Metropolitan School District, including psychologists, psychometrists, social workers, attendants and visitation workers, work experience coordinator, remedial reading, University Hospital teacher, trainable group, librarians, guidance counselors, teachers on leave of absence, teachers under temporary contract, but excluding on-call substitute teachers, interns and all other employees, principals, supervisors and administrators.

3. The parties recognizing the value of a qualified teaching staff as it relates to the instructional process, hereby agree that instructional duties where the Wisconsin Department of Public Instruction requires that such be performed by a certificated teacher, shall be performed only by "teachers."

Substitutes are excepted and may take the place of absent "teachers" pursuant to Section IV-B. In an emergency and/or when a substitute is not available, certificated administrators may serve as substitutes.

Administrators, may under the terms of this agreement, perform work under Section III I.

II - Procedure - A

A. CONFERENCE AND NEGOTIATION

1. This agreement effective upon execution between the BOARD OF EDUCATION OF THE MADISON METROPOLITAN SCHOOL DISTRICT hereinafter referred to as the "Board of Education", and also referred to as "the Employer", or "Madison Public Schools", or "the District"; and MADISON TEACHERS INCORPORATED, hereinafter referred to as "Madison Teachers", and also referred to as "MTI", or "the Union".
2. The Board of Education and Madison Teachers each recognize its legal obligation imposed by Section 111.70 of the Wisconsin Statutes to meet for the purposes of negotiating in good faith at reasonable times in a bona fide effort to arrive at a settlement on questions of wages, hours and conditions of employment. Without limiting this legal obligation, the parties to this agreement agree as follows:
 - a. All terms initially proposed to be negotiated for the contract period commencing October 16, 1978 shall be submitted to the duly authorized agent of the other party in writing and according to the timetable set forth in this Agreement. The limitation of initially proposed items for negotiation to those in written form and in accordance with the attached timetable shall not prevent the unilateral introduction of new items by either party from time to time during the period of negotiation.
 - b. Timetable - All items initially proposed for negotiations shall be presented as follows:
 1. The presentation of initial proposal for the succeeding Agreement shall be made on or about the 45th day prior to the expiration of the Agreement and shall be open to the public.
 2. The first negotiation session for the succeeding Agreement shall be scheduled by mutual agreement of the parties to be held on or about 45 days prior to the expiration of the Agreement and shall be open to the public. Subsequent sessions shall be closed unless the parties mutually agree otherwise.
 3. Ideally, agreement by the agents should be reached by October 1 preceding the expiration of the contract at which such time ratification by the principal parties will be considered. At such time as the Agreement is reached, the economic benefits agreed upon will be retroactively provided teachers to the beginning of the then current school year.
 - c. Each party to this agreement desiring to be represented by agents for negotiating agrees to furnish to the other party a list of its duly authorized agents for such purposes. Each party agrees to negotiate only with said agents and no others, including their principals, namely, the Board of Education or Madison Teachers, as the case may be, unless the latter as principals authorize negotiations with others or themselves.
 - d. If matters which are proper subjects of negotiations are brought, whether in the form of a grievance, petition or otherwise, to the attention of either of the parties to this agreement by any individual, group of individuals or organization other than the other party to this agreement or its duly authorized agents, such latter party shall be punctually informed of such action.

- e. Each party to this agreement, at its own expense, may utilize the service of legal counsel, professional negotiators and other such expert persons, as well as clerical assistants, at negotiations.
- f. The Board of Education agrees to furnish to Madison Teachers, upon reasonable request, all available public information concerning its financial resources.
- g. When agreement is reached, it shall be reduced to writing and when approved by Madison Teachers and the Board of Education, it shall be signed by duly authorized representatives.
- h. If after a reasonable period of negotiations the parties to this agreement are deadlocked in the opinion of either or both of the parties, factfinding by the Wisconsin Employment Relations Commission may be initiated by the party or parties so feeling, pursuant to Section 111.70 (4)(e) of the Wisconsin Statutes.
- i. Individual teacher contracts shall be deemed to incorporate all of the terms of agreements concerning wages, hours and conditions of employment made between the Board of Education and Madison Teachers, and no other terms except those imposed by law.
- j. Madison Teachers recognize the legal obligation of the Board of Education to give to each teacher employed by it a written notice of renewal or refusal of his or her contract for the ensuing school year on or before March 1 of the school year during which said teacher holds a contract, pursuant to Section 118.22 of the Wisconsin Statutes. Preliminary notice shall be given at least 15 days prior should the Board be considering non-renewal. Such teachers have five days from the date of receipt of such notice to request a conference. In the event an agreement concerning wages, hours and conditions of employment has not been reached by the Board of Education and Madison Teachers by the date teacher contracts are given to said teachers, all such contracts shall be governed by the terms of any agreement concerning wages, hours and conditions of employment for said ensuing year subsequently reached by the parties to this agreement.

II - Procedure - B

B. GRIEVANCE PROCEDURE

- 1. The Board of Education and Madison Teachers Incorporated each recognize the legal right of any individual employee or any minority group of employees at any time, within the following terms, to present grievances to their employer in person or through representatives of their own choosing and the corresponding legal duty of the employer to confer with them in relation thereto, provided that Madison Teachers has been afforded the opportunity to be present in conferences concerning grievances and that any adjustment resulting from such conferences is not inconsistent with the conditions of employment established in any procedures, policies or agreements then in effect between the parties to this Agreement. Without limiting the preceding legal right and duty, the parties to this Agreement agree as follows:
- 2. The following grievance procedure is designed to insure prompt consideration and appropriate solution of grievances as hereafter defined at the lowest possible administrative level.

3. Definition:

- a. A "Grievance" is defined to be a dispute concerning the interpretation or application of any of the terms of any "written" agreement establishing salaries, hours, or other conditions of employment for the employees of the Board of Education for whom Madison Teachers is the collective bargaining representative. Aggrieved parties may be Madison Teachers or any such employees.
 - b. "School Day" used herein shall mean weekdays during the summer months.
4. The time limits indicated at each level of the Grievance Procedure shall be considered maximum. However, the time limits may be extended or reduced in any case by mutual agreement, in writing, signed by the duly authorized representatives of the Board and Madison Teachers. If denied at a specific level, grievances not appealed to the next level within the prescribed time limits shall be considered withdrawn.
5. An aggrieved party must submit to the principal the alleged grievances within sixty (60) days after the aggrieved party knew of the act or condition on which the grievance is based, or the grievance will be deemed waived. If the act or condition reoccurs, the time limits will be renewed.
6. The procedural steps for Madison Teachers shall commence at Level 3. Organizational (Class) Grievance: Madison Teachers must submit the alleged grievance within sixty (60) days after Madison Teachers knew of the act or condition on which the grievance is based, or the grievance will be deemed waived. If the act or condition reoccurs the time limit will be renewed.

LEVEL 1:

- a. An aggrieved party shall identify the grievance and attempt to resolve same through discussion with the principal or supervisor either by himself or with a representative of Madison Teachers or anyone else of his own choosing.

LEVEL 2:

- a. If the grievance is not settled Madison Teachers Incorporated may then act on behalf of the aggrieved party or the teacher, acting on his own, shall submit a written grievance giving a clear and concise statement of the facts to the principal.
- b. Within ten (10) school days after receiving the written grievance the principal or supervisor shall deliver the written answer to the aggrieved and the Executive Director of Madison Teachers. The answer shall be reasonably clear and concise and shall contain the reasons therefore. Should the response not be made within the above period, the grievance will automatically proceed to the next level.

LEVEL 3:

- a. Should the matter remain unresolved at the conclusion of Level 2, then Madison Teachers and only Madison Teachers may present grievances in writing on behalf of an aggrieved party or itself to the Superintendent or his designee.
- b. The Superintendent or his designee shall meet with a representative of Madison Teachers within ten (10) school days from the date of receipt of the written grievance in an attempt to resolve same. The meeting shall be at a time and place mutually acceptable.
- c. The Superintendent or his designee shall respond in writing within ten (10) school days after the aforementioned meeting to the Executive Director of Madison Teachers and the aggrieved party. The answer shall be reasonably clear and concise and shall contain the reasons therefore. Should the response not be made within the above period, the grievance will automatically proceed to the next level.

- d. Any grievance not so referred to Level 3 within fifteen (15) school days after the receipt of the Level 2 answer shall be considered withdrawn.
- e. Grievances initiated by Madison Teachers on behalf of bargaining unit members as a class or in an organizational grievance are commenced at this level of the procedure.

LEVEL 4:

- a. To the extent the grievance remains unresolved at the conclusion of Level 3, Madison Teachers may call for compulsory, final, and binding arbitration. Said call must be within fifteen (15) school days after the receipt of the answer at Level 3.

If mutually agreeable between the parties to this contract, the Wisconsin Employment Relations Commission shall appoint an arbitrator from their staff upon receipt of the letter.
 - b. If it is not mutually agreeable to utilize the Wisconsin Employment Relations Commission to arbitrate the matter, a copy of the letter calling for arbitration shall be forwarded by Madison Teachers to the Wisconsin Employment Relations Commission with a request for the names of five (5) arbitrators from which the parties may select a mutually acceptable arbitrator to hear and decide the issue. A copy of this letter shall be sent at the same time to the Board of Education. Said arbitrator shall be selected within five (5) school days after receiving suggestions from the Wisconsin Employment Relations Commission. Each party shall have the right to alternately strike two names from the list with the aggrieved party striking first. Madison Teachers and the Board of Education may then add one (1) representative to make a three (3) member arbitration panel. If the aggrieved party chooses to have a representative on the panel they must do so within five (5) school days after the neutral arbitrator is selected. The other party has five (5) school days to name a representative to the panel following the receipt of notice naming the aggrieved party's representative.
 - c. Each party shall be responsible for any costs which might arise from the employment of its own appointee, and the two parties agree to share equally the costs arising from the employment of the arbitrator mutually selected and all other costs of the arbitration proceedings.
 - d. The decision of the arbitration panel shall be final and binding on all parties except as forbidden by law and shall be rendered within thirty (30) days following the final day of hearings or receipt of briefs, whichever is later. Any brief not postmarked on or before the date set by the parties at the conclusion of the arbitration hearing as the date for submission of briefs shall not be considered or accepted by the arbitrator and shall be returned to the party submitting same with a letter of transmittal. The other party shall receive a copy of the letter of transmittal.
7. Employment Complaint - An "Employment Complaint" is a complaint founded upon some incident of the employment relation not covered by any agreement between the parties to this Agreement but which involves a question of salaries, hours or other conditions of employment. Such complaints shall be processed through Level 3 only of the above grievance procedure upon presentation by an aggrieved party.

A. SALARY SCHEDULE

The following schedule may not be deviated from. The base (Level 1 Track 1) for the period January 1, 1977 through August 21, 1977 shall be \$9,600. The base (Level 1 Track 1) for the period August 22, 1977 to December 31, 1977 shall be \$10,000. For the period January 1, 1978 through October 15, 1978, the base (Level 1 Track 1) shall be \$10,150; however, any increase in compensation negotiated for the successor agreement shall be effective with the first day of school for the 1978-79 school year pursuant to Section II - A - 2. b. 3. In addition, the Board of Education shall deposit with the Wisconsin State Teachers' Retirement System an amount equal to 5% of the total salary of the teacher for the period January 1, 1977 to October 15, 1978. All such payments or contributions made by the Board of Education shall be reported and deposited with the Wisconsin State Teachers' Retirement System in the same manner as though deducted from the earnings of the participating employee and all such payments for contributions made by the Board of Education shall be available for all retirement benefit purposes.

- a. * Salary Schedule - the following rules govern the salary schedule index, Table B. The dollar conversion of the Index for periods noted above appear on Tables C, C1, C2.

1. There shall be 8 tracks on the Madison Salary Schedule. These tracks shall be:

Track 1 - BA
Track 2 - BA + 12
Track 3 - BA + 24
Track 4 - MA
Track 5 - MA + 12
Track 6 - MA + 24
Track 7 - 6th Year or equivalency (MA + 48 academic credits or second MA of at least 48 academic credits)
Track 8 - PH.D.

2. Six Professional Advancement Credits (Sec. III - G 1 and 16) and/or academic credits are required before one may cross an improvement or incentive level. An improvement level or incentive level constitutes the barrier between salary levels, e.g., 4 and 5, 8 and 9, 12 and 13 of the salary index.

Necessary adjustments to place teachers on the new schedule shall be determined by the Salary Placement Committee subject to review by the Professional Negotiations Committee.

3. Track 1 (BA), Track 4 (MA), Track 7 (the 6th year or 48 academic credits or second MA of at least 48 academic credits), and Track 8 (PH.D., Ed.D.) shall be achieved only on degree evidence presented.

4. There shall be no limitations on the type of approved credits which may be used for Track 2, 3, 5, and 6 or the incentive levels.

5. Group 1 and 2 conversion from index.

- a) The index for Group 2 shall be .15 below Track 1.
b) The index for Group 1 shall be .2 below Track 1.

6. Social workers and psychologists.

Initial placement of social workers and psychologists with a master's degree and no previous experience shall be Track 4 Level 5 of the teachers' salary schedule.

7. Guidance Counselors.

A guidance counselor employed by the Madison Schools following June, 1971 whose certification requires one year cumulative work experience as established by the Department of Public Instruction, shall have his initial placement on the salary schedule advanced one year.

III - Salary - B

B. INDEX BASIS OF SALARY

Level	Tr. 1 BA	Tr. 2 BA+12	Tr. 3 BA+24	Tr. 4 MA	Tr. 5 MA+12	Tr. 6 MA+24 BA+48*	Tr. 7 MA+48*	Tr. 8 Ph.D.
1	100	102.5	105	110	112.5	115	120	125
2	105	107.5	110	115	117.5	120	125	130
3	110	112.5	115	120	122.5	125	130	135
4	115	117.5	120	125	127.5	130	135	140
5	120	122.5	125	130	132.5	135	140	145
6	125	127.5	130	135	137.5	140	145	150
7	130	132.5	135	140	142.5	145	150	155
8	135	137.5	140	145	147.5	150	155	160
9	140	142.5	145	150	157.5	160	165	170
10	145	147.5	150	155	162.5	165	170	175
11	150	152.5	155	160	167.5	170	175	180
12	155	157.5	160	165	172.5	175	180	185
13	160	162.5	165	170	187.5	190	195	200
14	165	167.5	170	175	192.5	195	200	205
15	170	172.5	175	180	197.5	200	205	210
INCENTIVE LEVELS								
	175	177.5	180	185	202.5	205	210	215

*Or 6th Year
Or 2nd MA (48 Academic Credits)

III - Salary - C

C. DOLLAR AMOUNTS January 1, 1977 - August 22, 1977

Level	Tr. 1 BA	Tr. 2 BA+12	Tr. 3 BA+24	Tr. 4 MA	Tr. 5 MA+12	Tr. 6 MA+24	Tr. 7 MA+48*	Tr. 8 Ph.D.
1	9600	9840	10080	10560	10800	11040	11520	12000
2	10080	10320	10560	11040	11280	11520	12000	12480
3	10560	10800	11040	11520	11760	12000	12480	12960
4	11040	11280	11520	12000	12240	12480	12960	13440
Improvement Level No. 1								
5	11520	11760	12000	12480	12720	12960	13440	13920
6	12000	12240	12480	12960	13200	13440	13920	14400
7	12480	12720	12960	13440	13680	13920	14400	14880
8	12960	13200	13440	13920	14160	14400	14880	15360
Improvement Level No. 2								
9	13440	13680	13920	14400	15120	15360	15840	16320
10	13920	14160	14400	14880	15600	15840	16320	16800
11	14400	14640	14880	15360	16080	16320	16800	17280
12	14880	15120	15360	15840	16560	16800	17280	17760
Improvement Level No. 3								
13	15360	15600	15840	16320	18000	18240	18720	19200
14	15840	16080	16320	16800	18480	18720	19200	19680
15	16320	16560	16800	17280	18960	19200	19680	20160
INCENTIVE LEVELS								
	480	480	480	480	480	480	480	480

*Or 6th Year
Or 2nd MA (48 Academic Credits)

III - Salary - C - 1

-C-1. DOLLAR AMOUNTS
August 23, 1977 - December 31, 1977

Level	Tr. 1 BA	Tr. 2 BA+12	Tr. 3 BA+24	Tr. 4 MA	Tr. 5 MA+12	Tr. 6 MA+24	Tr. 7 MA+48*	Tr. 8 Ph.D.
1	10000	10250	10500	11000	11250	11500	12000	12500
2	10500	10750	11000	11500	11750	12000	12500	13000
3	11000	11250	11500	12000	12250	12500	13000	13500
4	11500	11750	12000	12500	12750	13000	13500	14000
Improvement Level No. 1								
5	12000	12250	12500	13000	13250	13500	14000	14500
6	12500	12750	13000	13500	13750	14000	14500	15000
7	13000	13250	13500	14000	14250	14500	15000	15500
8	13500	13750	14000	14500	14750	15000	15500	16000
Improvement Level No. 2								
9	14000	14250	14500	15000	15750	16000	16500	17000
10	14500	14750	15000	15500	16250	16500	17000	17500
11	15000	15250	15500	16000	16750	17000	17500	18000
12	15500	15750	16000	16500	17250	17500	18000	18500
Improvement Level No. 3								
13	16000	16250	16500	17000	18750	19000	19500	20000
14	16500	16750	17000	17500	19250	19500	20000	20500
15	17000	17250	17500	18000	19750	20000	20500	21000
INCENTIVE LEVELS								
	500	500	500	500	500	500	500	500

*Or 6th Year
Or 2nd MA (48 Academic Credits)

III - Salary - C - 2

C-2. DOLLAR AMOUNTS
January 1, 1978 - October 15, 1978

Level	Tr. 1 BA	Tr. 2 BA+12	Tr. 3 BA+24	Tr. 4 MA	Tr. 5 MA+12	Tr. 6 MA+24	Tr. 7 MA+48*	Tr. 8 Ph.D.
1	10150	10404	10658	11165	11419	11673	12180	12688
2	10658	10911	11165	11673	11926	12180	12688	13195
3	11165	11419	11673	12180	12434	12688	13195	13703
4	11673	11926	12180	12688	12941	13195	13703	14210

Improvement Level No. 1

5	12180	12434	12688	13195	13449	13703	14210	14718
6	12688	12941	13195	13703	13956	14210	14718	15225
7	13195	13449	13703	14210	14464	14718	15225	15733
8	13703	13956	14210	14718	14971	15225	15733	16240

Improvement Level No. 2

9	14210	14464	14718	15225	15986	16240	16748	17255
10	14718	14971	15225	15733	16494	16748	17255	17763
11	15225	15479	15733	16240	17001	17255	17763	18270
12	15733	15986	16240	16748	17509	17763	18270	18778

Improvement Level No. 3

13	16240	16494	16748	17255	19031	19285	19793	20300
14	16748	17001	17255	17763	19539	19793	20300	20803
15	17255	17509	17763	18270	20046	20300	20808	21315

INCENTIVE LEVELS

508	508	508	508	508	508	508	508	508
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*Or 6th Year
Or 2nd MA (48 Academic Credits)

III - Salary - D

D. PAYDATE

The first day of each calendar month shall be designated as the payday for all teachers subject to the following conditions:

1. When the first day of the month is a Saturday or a Sunday, the payday shall be the following Monday. In no case will a paycheck be dated prior to the first day of a month.
2. The first payday shall be on or about October 1.
3. If the January payday falls during vacation time, checks will be mailed to the current address on file to arrive approximately January 1.
4. If a payday falls during Spring vacation, checks will be mailed to the current address on file to arrive approximately on the first day of the month.
5. Paycheck No. 10 will be issued the last day of the school year.
6. For teachers on the 12-month pay plan, checks No. 11 and 12 will be distributed on the last day of the school year to those teachers who make a written request for them. If not requested (or picked up at the Office of Payroll and Purchasing Services during the summer), the final two checks will be mailed on or about August 1 and September 1. Extra-Duty Compensation earned by the teacher during the pay period shall be itemized separately on each month's check. Such itemization will occur when available resources and time facilitate the development of the payroll system.

III - Salary - E

E. PAYROLL DEDUCTIONS

1. In addition to those salary deductions required by law, salary deductions are permitted for:
 - a. Group life insurance.
 - b. Hospital, surgical - medical and major medical insurance.
 - c. Income protection insurance.
 - d. U.S. Savings bonds.
 - e. United Way.
 - f. Tax deferred annuities.
 - g. Professional organization dues -- those authorized by Madison Teachers Incorporated.
 - h. The Fair Share deduction as authorized by this agreement.
 - i. City of Madison and WEA Teachers' Credit Unions.
2. Dues Deduction.
 - a. The Board of Education shall collect and forward the dues of members of Madison Teachers to Madison Teachers with a list of employees from whom deductions were made. Such deductions shall be made by deducting such amounts as determined by Madison Teachers from the payroll checks of members who have authorized such deductions in writing. Deductions shall be made in ten installments. Any balance due on termination will be deducted on the final check. Authorization to collect dues via payroll deduction shall remain in effect permanently unless countermanded in writing to the Executive Director of Madison Teachers prior to September 15. Where possible authorizations will be submitted to the Office of Payroll and Purchasing Services in June of the preceding year with the balance by September 15. Annual dues which are an exception to the standard dues shall be listed in the upper right hand corner by Madison Teachers prior to submission to the Office of Payroll and Purchasing Services. For membership authorizations received in the Office of Payroll and Purchasing Services after September 15, those received between the 1st and 15th day of any month will be honored with deduction of dues beginning on the next month's payday; those received between the 15th day and the end of a month will be processed with deductions beginning on the second monthly payday thereafter.

- b. A three-part authorization shall be used, providing a copy for Madison Teachers, the Office of Payroll and Purchasing Services and the teacher. The Office of Payroll and Purchasing Services will update their file each year making it necessary for those on leaves of absence without pay to sign a new card if they return. All resignations would be removed under the same auspices and Madison Teachers shall be notified of all whose cards are removed.
3. Fair Share.
 - a. Personnel in the bargaining unit described herein who do not voluntarily become members of Madison Teachers via cash payment or who have not authorized the deduction of dues pursuant to the conditions set forth in paragraph 2 above, are required to pay their proportionate share of the cost of the collective bargaining process and the administration of this collective bargaining agreement, measured by the amount of dues uniformly required of all members of Madison Teachers and in that regard, the Board, shall deduct such amount from each payroll check of the bargaining unit personnel involved. The employer will provide Madison Teachers with a list of employees from whom such deductions are made with each monthly remittance. As new employees are hired during the school year, the first dues or Fair Share deductions shall be made from their first paycheck. Changes in the amount of dues or Fair Share to be deducted shall be certified by Madison Teachers 45 days before same is to be effective.
4. The Office of Payroll and Purchasing Services may refer complaints to the Executive Director and shall notify Madison Teachers of names of teachers in case of long term illness or death.

III - Salary - F

F. SCHEDULE PLACEMENT CREDIT FOR NON-MADISON TEACHING EXPERIENCE

1. Teachers shall be granted full credit for their teaching experience prior to employment by the Madison Public Schools for salary schedule placement. However, such credit may not exceed eight (8) years.
2. Military service, or service in the Peace Corps or Vista, prior to actual teaching, is given full credit to a maximum of two years. Credit shall be granted for Vista teaching for teachers initially employed commencing January 1, 1976 and thereafter.
3. Salary schedule placement at the time of initial appointment for teachers with practical experience.
 - a. Practical experience shall be of two classifications:
 - 1) Practical work experience.
 - a) Practical experience must be directly related to the teaching field for which the teacher is certified. Practical experience will relate only to the following vocational fields:
 - (1) Agriculture
 - (2) Business Education
 - (3) Distributive Education
 - (4) Home Economics
 - (5) Trade & Industrial Education
 - (6) Other vocational fields as may be established by Madison Public Schools.
 - b) A teacher receiving credit for practical experience shall be subject to the same rules for placement as those teachers receiving credit for previous teaching experience.
 - c) If practical experience occurred within five years immediately preceding initial employment in the Madison system, full credit may be allowed for this experience.

- d) Half credit shall be allowed for experience occurring more than five years before initial employment.
 - e) Credit shall be allowed for one-half year units.
 - f) Practical work experience may consist of either consecutive months of work or cumulative experience gained during summer, vacation or part-time work.
 - g) Twenty 8-hour days shall constitute a work month. Nine work months shall constitute a work year. Cumulative experience under 4-1/2 work months shall not be considered for placement.
- 2) Technical Experience.
- a) Teachers who have attended technical classes within five years of their initial employment shall be granted professional advancement credit for such courses according to the rules stated in Section III H 2 g (1)(b).
 - b) The applicant should be prepared to supply proof of such experience as reported on his application for work experience credit.
- b. Application for credit for vocational experience shall be made on forms supplied by the Director of Employee Services Division.

III - Salary - G

G. IMPROVEMENT LEVELS AND TRACK TRANSFER

1. A teacher must earn six professional advancement credits to cross an improvement or incentive level on the salary schedule. Such credits must be filed on or before October 15 to affect an adjustment in the teacher's salary for the first semester and on or before February 1 to affect an adjustment in the teacher's salary for the second semester.
2. A professional advancement credit may be:
 - a. An academic credit as evaluated by the University of Wisconsin, or
 - b. Such credit as is established by the Professional Advancement Study Committee.
3. Academic credits in addition to or in combination with professional advancement are accepted for vertical movement on the teachers' salary schedule. Either academic or professional advancement credits may be used for track transfer to Tracks 2, 3, 5, and 6 (exception BA + 48 route to Track 6).
4. The terms "incentive level" and "improvement level" have the same meaning insofar as the rules governing progression on the salary schedule are concerned. All rules which apply to improvement levels apply equally to incentive levels whether or not such identification is specifically made at the place where the rule is stated in these policies.
5. All credits on loan must be repaid at full credit before crossing the next level.
6. Credits granted on initial employment because of proximity to improvement levels are:
 - a. 4th step schedule placement -- 6 credits (non required)
 - b. 3rd step schedule placement -- 4 credits (2 required)
 - c. 2nd step schedule placement -- 2 credits (4 required)
 - d. Procedures for advancement on the schedule are the same for between step placements as for the next highest step.

Such "granted" credits may be used for improvement level purposes only and not for horizontal or track transfer purposes.

7. Recommendation that a teacher cross an improvement level (or incentive level) of salary schedule is made in accordance with the following:
 - a. The principal or supervisor submits to the Division of Employee Services a review and evaluation of the teacher's performance during the years of employment in the current improvement level bracket, and recommends that the teacher be or not be advanced to the next improvement level bracket.
 - b. In case the teacher is not recommended, the principal or supervisor shall notify the teacher by November 15 of the year preceding the issuance of a contract for which the teacher has met all other requirements for attaining a higher improvement level.
 - c. Notification shall also be sent to the President and to the Executive Director of Madison Teachers unless the teacher requests in writing that such action not be taken. Should the teacher choose not to notify Madison Teachers a copy of his request will be sent to the Executive Director of Madison Teachers by the principal or supervisor involved.
 - d. The teacher who is not recommended for advancement to the next improvement level may apply for a hearing before the Board of Education, and the Board of Education conducts the hearing in accordance with "Non-Renewal of Non-Probationary Teacher Contract" (Section IV, K).
 - e. The Board of Education decision is limited to the crossing of the teacher to the next improvement level in question and is not construed as relating to the teacher's right to continued employment at the teacher's attained level.
8. No professional advancement credits or academic credits earned previous to the first day of teaching service in the Madison Metropolitan School District are accepted for improvement level purposes on the salary schedule.
9. Academic credits earned prior to employment in the Madison Metropolitan School District may be accumulated for horizontal transfer placement (track transfer purposes on the salary schedule.
10. A teacher in his first year of service in the Madison Metropolitan School District must obtain permission from the Director of Employee Services Division to take university courses.
11. A teacher after his first year of service in the Madison Metropolitan School District must obtain permission from the Director of Employee Services Division to take more than three semester hours of university courses per semester.
12. Credit to be acceptable for improvement level purposes must have a grade of "satisfactory" or "C" or better; a grade of "progress" is incomplete and not acceptable.
13. Credits which a teacher earns during a period of non-employment which follows a resignation are not consumed upon subsequent re-employment.
14. All credits for improvement level purposes are consumed when an improvement level is crossed; however, all credits earned can be accumulated for horizontal group transfer where such credits can be applied. Such credits must be filed on or before October 15 to affect an adjustment in the teacher's salary for the first semester and on or before February 1 to affect an adjustment in the teacher's salary for the second semester.
15. No additional time is allowed 12-month employees to earn improvement level credits.
16. Upon reaching the top of the schedule (15th step) a teacher shall be given a 5% incentive increase in salary every four years thereafter providing he earns six credits during the four years and receives the recommendation of his principal or supervisor.
 - a. Incentive increases do not apply to Group I and II on the salary schedule (non-degree teachers).

17. A staff member inducted into or volunteering for military service is granted three improvement level credits for each year of military service; they are consumed upon crossing an improvement level and can be used for improvement level purposes only.
18. A teacher whose contract is going to place him at a new improvement level cannot earn credits toward the next improvement level before the contract date (on or before April 1). He may, however, use such credits toward a track transfer during the semester.
19. In totaling days taught for increment purposes, the same method of counting shall be employed as issued by the Business Services Office for State Teachers Retirement reporting.

Schedule increments (Salary schedule level advancements) shall reflect a teacher's year(s) of teaching experience as calculated below. Such shall be either full or half increments and are made annually. Teachers who are passed-over for the annual increment because of their failure to earn sufficient credits shall re-gain proper placement to reflect their years of service at such time as such credits earned are sufficient to warrant new placement. However, in such replacement the teacher shall have no claim to monies lost in the interim. The replacement provision will become operative with the commencement of the 1977-78 school year. One-half increment is earned by teaching .3 or more time, but less than .7 for the full school term or by teaching full-time 60 days or more but less than 120 days. Any combination of tenths and days must equal the limits stated above.

In modular schedule schools full-time is established at 75 mods of twenty minutes length or the equivalent. .3 time - .7 time is defined as more than 22 assigned mods but less than 52 mods except for the full school term. The 60-120 day employment period applies to a full assigned 75 mod schedule.

One-half increments are normally one-half the scheduled increment except at improvement levels where one-half increment becomes 2.5% less than the full increment scheduled.

20. Credits from other colleges, especially those on the quarterly basis, are accepted on their rated value as determined by policies of the University of Wisconsin. Credits not acceptable to the University are not acceptable to the Salary Committee, except in such instances as the Superintendent shall rule them especially applicable and, therefore, acceptable.
21. When the salary of a teacher falls between the stated salaries as listed in the schedule, the teacher shall advance at the regularly scheduled increment except that such scheduled increment shall not permit the passage of unwarranted improvement levels or exceed the final salary on the schedule.
22. Any teacher who shall be assigned to teach an additional class beyond the full teaching load shall be compensated at a rate of 14% of his regular contract salary for the school year.
23. The location of improvement levels and incentive levels is shown in "Salary Schedule".
24. Annual written notification of the number of credits required to cross an improvement level shall be noted on each individual teacher's contract.

III - Salary - H

H. PROFESSIONAL ADVANCEMENT CREDIT

1. A Professional Advancement Credit Committee of six members -- three members appointed by the Superintendent of Schools and three members appointed by the President of Madison Teachers -- have the responsibility to establish; professional advancement courses, conditions necessary to obtain credits, and credit allotted for each course.
 - a. The committee shall meet bi-monthly, or at the direction of the joint co-chairpersons of the Committee. Regular meetings shall be held in August, October, December, February, April and June at a time and place mutually agreed upon by the co-chairpersons. Any of the above meetings can be waived upon mutual agreement of the co-chairpersons.
 - b. Between the regularly scheduled bi-monthly meetings, approving action can be taken on inservice course proposals via the following criteria:
 - 1) A copy of the course proposal along with a reaction form will be mailed to each PACC member by the administration's co-chairperson.

- 2) PACC members will react in writing in one of three ways to the mailed proposal:
 - a) I approve this inservice course proposal.
 - b) I reject this inservice course proposal for the following reason(s):
 - c) I wish to discuss this inservice course proposal with the PACC membership before rendering a decision.
 - d) Response forms in this regard will be distributed to each committee faction by their respective co-chairperson and returned to the respective co-chairperson for tallying.
 - 3) Only by unanimous approval of PACC members will inservice course approval be allowed via the mail. One or more "dissenting" reactions (rejection or call for discussion) will table the proposal until the next regularly scheduled meeting.
 - 4) The administration committee appointees shall designate one of their members to be responsible for all paper work involved in the above and will present a written summary of all action taken by mail ballot at each regularly scheduled meeting.
- c. A standard form to be used by teachers who request professional advancement credit for any activity other than approved inservice courses shall be created by the Joint Committee.
 - d. At each PACC meeting a secretary shall be present to take minutes, copies of which will be distributed to PACC members, members of the MTI Board of Directors and Executive Director; Superintendent and Assistant Superintendent.
2. A Professional Advancement Credit may be earned in accordance with the following schedule:
 - a. Organized Class
 - 1) An organized class refers to a study class that is created by any person, group of persons, or department within the school system. Such a class must be approved by the Professional Advancement Credit Committee PRIOR to the first meeting of the class. No deviation from this policy is allowed. Before a previously-approved class can be re-offered to a new group of participants, that class must be re-approved by the Committee.
 - 2) Ten hours of organized class study are equal to one credit.
 - 3) The chairman of the class must certify to the Employee Services Division, in writing, a list of teachers who have satisfactorily completed the class and therefore are eligible for credit.
 - 4) Under certain conditions as specified below the Professional Advancement Credit Committee will grant inservice credit for organized non-credit classes offered by other institutions, e.g., the University of Wisconsin, the University of Wisconsin Extension Division, the Madison Area Technical College, or Edgewood College. To be eligible for inservice credit each course:
 - a) must be presented to the PACC for review at least 30 days prior to the first meeting of the course.
 - b) must be judged by a majority of the PACC as providing an acceptable professional growth experience (their judgment will be final).
 - c) must be assigned an inservice credit estimate as agreed upon by a simple majority of the PACC.
 - d) must provide the participant with a certificate or letter of participation signed by an accountable agent of the institution (e.g., instructor, department head, registrar, etc.).

5) Independent Study Contract

- a) An independent study contract represents an agreement between a teacher and the Professional Advancement Credit Committee for a specified body of professional improvement work to be done by the teacher. Approval by the Professional Advancement Credit Committee must be obtained prior to undertaking any such activities for credit.
 - 1) objectives: what the teacher wishes to learn
 - 2) rationale: why such learning is desirable
 - 3) procedures, activities, timeline: how and when the learning will be accomplished
 - 4) evaluation: how it will be known if the learning occurs
 - 5) credit: the number of professional advancement credits to be earned by successful completion of the contract.
- b) None of the activity (e.g., workshop, conference, organized class) specified in the independent study contract shall be used by the teacher to earn professional advancement credit apart from that to be earned through completion of the contract.

b. Committee Work

- 1) School-related committee work such as curriculum or textbook committees, or any other committee of this nature whose work and study entails a minimum of 15 hours of meetings per contract year.
- 2) Fifteen hours of school-related committee work are equal to one credit. Fractional credits will not be granted.
- 3) Only the teacher who has received a second Madison contract is eligible to receive credit.
- 4) Committee chairpersons are responsible for submitting, in writing, to the Division of Employee Services the names of teachers who have performed satisfactorily on the committee and are requesting credit.

c. Professional Writing and Research

- 1) Published articles that appear in any recognized professional publication. The decision as to the quality of the work submitted and the credit granted for salary advancement purposes is determined by the Professional Advancement Credit Committee.
- 2) Professional writing or research is equal to one credit per each published work.
- 3) An official copy of each published work or published abstract as it appears in a recognized publication must be submitted to the Professional Advancement Credit Committee through the Division of Employee Services with each request for credit.

d. Conferences and Convention

- 1) Professional meetings as the NEA Classroom Teachers Association of the NEA's annual convention, a subject matter area meeting of one day or more, or any other such professional meetings.
- 2) No credit is granted for subject area meetings that take place at WEAC and SWEIO during their fall and spring conventions.
- 3) Attendance at professional workshops, institutes, seminars, conferences and conventions of one day's duration or more (exclusive of WEAC, SWEIO, MTI) is equal to one-half credit.
- 4) Since one-half credits are not posted on a teacher's record, it will be necessary for a teacher to submit two experiences in this category to receive any credit within one contract year. Fractional credits cannot be carried from one contract year to another contract year.
- 5) Written certification of attendance by an appropriate convention or conference officer must accompany any request for credit.

e. Committee Work (non-local)

- 1) Refers to serving on committees of a state or national professional organization that requires an expenditure of a minimum of 15 hours of time in a contract year.
- 2) Fifteen hours of non-local committee work are equal to one credit. Fractional credits will not be granted.
- 3) Verification of committee membership must be made, in writing, to the Employee Services Division with the teacher's request for credit.

f. Professional Advancement Credits are filed as follows:

- 1) The teacher submits a request for a credit, in writing, to the Employee Services Division and a bona fide proof of eligibility for credit on or before October 1 and February 1 of each year.
- 2) The Professional Advancement Credit Committee meets to evaluate and grant credits and cause the same to be posted on the teacher's permanent record.
- 3) The Salary Placement Committee utilizes such granted and recorded credits for salary placement purposes.

g. Credit for Practical Experience Attained by Teachers Employed by the Madison Metropolitan School District.

1) Practical Experience shall be of three classifications:

- a) Practical -- Employment covered by Worker's Compensation (excluding agriculture teachers) in which the teachers use skills, attitudes and knowledge in their vocational field.

- (1) Practical work experience may consist of either consecutive months of work experience or may be cumulative experience gained during summer and vacation work in no less than four-hour increments. Only experience gained after June 12, 1967 shall be considered.

- (2) Eight hours will constitute a work day.

- (3) One professional advancement credit shall be granted for each twenty work days reported.

- (4) A maximum of three professional advancement credits can be earned in one summer. A maximum of four credits can be earned in one calendar year.

- (5) Practical experience will relate only to the following vocational fields:

- (a) Agriculture
- (b) Business Education
- (c) Distributive Education
- (d) Home Economics
- (e) Trade and Industrial Education
- (f) Other vocational fields as may be established by Madison Metropolitan School District.

- (6) No more than three professional advancement credits shall be granted for practical work experience from the same employer unless such experience is sufficiently varied to warrant such granting. If the experiences have been at least five years apart, approval may be given for additional credit.

- (7) The applicant should be prepared to supply proof of such experiences as reported on his application for vocational experience credit.

- b) Technical - Vocational and technical school experience such as those courses taught at the Madison Area Technical College, Madison Business College, Wisconsin School of Electronics, factory workshops, and like technical endeavors.

- (1) Technical experience cannot be used for both college credit and professional advancement credit.
 - (2) One hour of technical experience will count as eight hours of practical work experience. One professional advancement credit shall be granted for each twenty work days reported.
- c) Guidance - Employment covered by Worker's Compensation in which a counselor will learn attitudes and knowledge to help him counsel students.
- (1) Guidance experience may consist of either consecutive months of work experience or may be cumulative experience gained during summer and vacation work in no less than four hour increments. Only experience gained after January 1, 1971 shall be considered. (Counselors hired after January 1, 1971 are not eligible for this section.)
 - (2) Eight hours will constitute a work day.
 - (3) One professional advancement credit shall be granted for each twenty work days reported.
 - (4) A maximum of three professional advancement credits can be earned in one summer. A maximum of twelve (12) credits may be used for professional guidance experience.
 - (5) No more than three professional advancement credits shall be granted for practical work experience from the same employer unless such experience is sufficiently varied to warrant such granting. If the experiences have been at least five years apart, approval may be given for additional credit.
 - (6) The applicant should be prepared to supply proof of such experiences as reported on his application for vocational experience credit.
- 2) Application for credit for vocational experience shall be made on forms supplied by the Director of Employee Services Division.
 - 3) Any counselor hired after January 1, 1970 whose certification requires one year of cumulative work experience as established by the Department of Public Instruction shall be granted said experience on the salary schedule.

III - Salary - I

I. EXTENDED EMPLOYMENT SCHEDULE

1. Teachers performing in a professional situation when schools are not in regular session, according to the official calendar of the Madison Schools, shall be compensated at one of the following three base rates:
 - a. Base 1 - is applied to the teacher's first involvement in this program. Teachers so employed shall be compensated at the rate of \$9,600 per annum as pro-rated below.
 - b. Base 2 - is reached after four previous years of service in a position covered by this schedule but not less than a total of 16 weeks during those four years. For credit in any one year a teacher must have worked a minimum of one week in summer school or in covered activities. Teachers so employed shall be compensated at the rate of \$11,520 per annum as pro-rated below.
 - c. Base 3 - is reached after eight years of service in a position covered by this schedule but not less than a total of 32 weeks during those eight years. For credit in any one year a teacher must have worked a minimum of one week in summer school or in covered activities. Teachers so employed shall be compensated at the rate of \$13,440 per annum as pro-rated below.
2. The above base rates of pay are computed as follows:

Daily Rate = Base rate divided by the number of contract days.
 Weekly Rate = Daily rate multiplied by five (5).

3. Positions covered by this schedule are:

Driver Education, School Forest, Librarians, Summer School, Curriculum, Remedial Reading, and Federal Projects (excluding co-op teachers).

4. Base rates change on the effective dates of salary schedule changes. A change in compensation will be calculated for such periods of employment as lie within such new base rate periods.

5. Previous experience in Madison in the activities covered in the schedule are calculated at full value and become effective immediately in establishing the teacher's placement.

6. A request for advancement on the Professional Employment Schedule is initiated by the teacher and verified by the building administrator and further checked against the experience record file in the Employee Services Division.

7. Hours of Employment:

a. The hours of employment listed below are to be construed as relating directly to the current salary agreement for summer employment. It is understood that directors of various summer projects may have flexibility in the scheduling and operation of their various activities.

- (1) Driver education (behind the wheel) - 6 hours
- (2) Driver education (classroom) - 4-1/2 hours, plus preparation
- (3) Summer School teaching - 4-1/2 hours, plus preparation
- (4) Curriculum committees - 6 hours
- (5) School forest - 6 hours
- (6) Librarians - (in school libraries) - 6 hours

b. It is recognized that federal or experimental projects may involve unique programs which cannot be covered by the above recommendations. In these cases the recommendations are to be used as guidelines whenever feasible.

c. A professional employee may work in more than one program or in consecutive programs, but her/his weekly salary shall not exceed her/his rate as determined by her/his placement on the Summer Employment Salary Schedule.

d. A professional employee will not be paid for time absent from his work unless the nature of his responsibilities permits such time to be made up.

8. All extended employment opportunities shall be posted for not less than ten (10) days before applications for such a position(s) are due. Posting shall be in the office(s) and faculty lounge(s) of each school. Teachers who are interested in extended employment will complete and return an application. Applications for such employment shall be considered based on a teacher's license, experiences and competencies.

III - Salary - J

J. COMPENSATION BEYOND REGULAR SCHOOL YEAR ON REGULAR ASSIGNMENT

1. A teacher who is employed beyond the regular contract period at his regular or comparable assignment is compensated by prorating his contractual salary for each week of such employment.

a. The teacher's regular or comparable job excludes any position listed on the Professional Employment Schedules or the Extra Duty Compensation Schedule.

b. The regular employment rate shall be based on that teacher's salary as of the previous date when all teachers were required to report.

K. LEARNING COORDINATOR-DEPARTMENT CHAIRPERSON-
UNIT LEADER-PROGRAM SUPPORT TEACHER

1. Learning Coordinator - Middle School

- a. A Middle School Learning Coordinator receives seven percent (7%) of the base salary of the teachers' salary schedule.
- 1) Compensation for a middle school learning coordinator who is required to work beyond the contract year is at the rate specified for curriculum work on summer schedules.

b. MIDDLE SCHOOL LEARNING COORDINATOR
Position Description

GENERAL CHARACTERISTICS:

Recruited by: Director of Employee Services

Term of Election: One year

WORKING RELATIONSHIPS:

Reports to: Principal

Works as a team with: Teachers, principal(s), counselors, SES personnel, learning coordinators, IMC personnel, curriculum coordinators, other clerical, professional and administrative staff.

SPECIAL CHARACTERISTICS OF THE POSITION:

Required experience or training: A Bachelor's degree, at least three years successful teaching experience; a lifetime license or five-year certificate from the State of Wisconsin Department of Public Instruction and attainment of nonprobationary status in the Madison Metropolitan School District.

Special requirements of the position: Must be committed to the philosophy and organization of the school in which he/she wishes to work.

Commitment to a career in education.

Demonstrated skills in leadership, interpersonal relationships, and organization.

Perception of and sensitivity to the process of learning developed through a background of child psychology, learning theory, and experience.

Flexibility and creativity in adaptation of learning methods, materials, and procedures to learning situations.

High initiative and responsibility.

Sensitivity to individual learning problems and education in methods of alleviating same.

PRINCIPAL CHARACTERISTICS AND RESPONSIBILITIES OF WORK:

The learning coordinator is responsible for the instructional programs assigned by the principal. He/she will work with teachers in the development, implementation, and assessment of such programs. The learning coordinator:

1. Provides leadership in developing units of instruction with his/her team.
2. Assumes leadership in arranging for instructional resources.

3. Works with teachers in the classroom to implement team plans when it is appropriate to do so. Learning Coordinator will teach an average of one day per month.
4. Provides leadership in developing, implementing, and interpreting program assessments and research activities.
5. Stimulates and coordinates the introduction of innovative practices.
6. Works with teachers, principals, counselors, Specialized Educational Services staff, and IMC personnel to solve student problems as they relate to the instructional program, but shall not be responsible for suspension.
7. Assists in the articulation of curriculum K-12.
8. Facilitates communication among staff members and between staff members and the principal.
9. Assists in arranging staff development programs.

2. DEPARTMENT CHAIRPERSON

- a. The Board of Education may after January 1, 1974, request Madison Teachers to negotiate with respect to the feasibility of the continuation of Department Chairperson and unit leaders and if such a request is made, Madison Teachers shall engage in negotiations with respect to such matter. There shall be no change in the present provisions of this agreement with respect to Department Chairperson and unit leaders unless the parties mutually agree otherwise.
- b. Department Chairpersons are appointed in the following areas:

Business Education	Industrial Arts
English	IMC
Fine Arts (Music & Art)	Mathematics
Foreign Language	Physical Education
Guidance	Science
Home Economics	Social Studies
	Specialized Education
- c. Department Chairpersons are appointed annually by the respective senior high school principal. Tenure of the appointee is one year. Department members will vote for their choice of department chairpersons by secret ballot. The unopened ballots will be sent directly to the school principal. The school principal will utilize the voting preference of the departments' members in selecting the department chairperson. Although it is expected that the principal will be significantly influenced by the voting preference of the department members, as related to him by their ballots, the principal is not bound by the majority decision of the department members. The principal is not compelled to publicize the results of the vote.
- d. A department chairperson receives seven percent (7%) of the base salary of the teachers' salary schedule.
 - 1) Compensation for a department chairperson who is required to work beyond the contract year is at the rate specified for curriculum work on summer schedules, and work performed shall be in harmony with the Department of Research and Development.
- e. A department chairperson is granted released time as follows:
 - 1) One period of released time -- 4-8 full-time teachers.
 - 2) Two periods of released time -- over 8 full-time teachers.
- f. Approved conference attendance is granted annually to each department chairperson.
 - 1) Two department chairpersons per high school per year shall be granted released time, with pay, for the purpose of conference attendance. Such shall be on a rotational basis within each school among the department chairpersons.

- 2) Conference travel is limited to the continental United States.
- 3) Travel requests must be approved by the Area Director.
- 4) Expenses paid by the Board of Education include transportation, lodging, meals and gratuities.

g. DEPARTMENT CHAIRPERSON - Subject Matter Areas
Position Description

GENERAL CHARACTERISTICS:

<u>Recruited by:</u>	Director of Employee Services
<u>Elected by:</u>	Board of Education
<u>Term of Election:</u>	One year

WORKING RELATIONSHIPS:

<u>Reports to:</u>	Building Principal
<u>Receives guidance from:</u>	Principal Assistant Principals Area Director Director of Research and Development Coordinator Consultants Teachers
<u>Extent of guidance received:</u>	Basically, suggestions and information pertaining to the instructional program in relationship to the curricular plans and the instructional program of the school and of the district.
<u>Provides guidance and consultation to:</u>	Principals, teachers, teacher aides, coordinators and counselors Directors of the Division of Instruction

SPECIAL CHARACTERISTICS OF THE POSITION:

<u>Desired experience or training:</u>	Proper certification and at least three credits in each of the following: <ol style="list-style-type: none"> 1) instructional methods 2) curriculum <p>A minimum of three years' successful teaching experience at the secondary level.</p> <p>Formal course work in research</p> <p>Experience and training in educational administration.</p> <p>Commitment to a career in education.</p> <p>Positive attitude toward research, and the ability to study and appreciate rigorous research methods.</p> <p>Flexibility and inventiveness in the adaptation of learning methods, materials, and procedures to experimental situations.</p> <p>Ability to lead in a close and extended interpersonal situation.</p> <p>Ability to recognize and utilize the resources of personnel.</p>
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Ability to maintain effective interaction with the other teachers, the principals and instructional administrative personnel, children, parents, research personnel and liaison personnel.

Sensitivity to individual learning problems and training in methods of alleviating them.

High initiative and responsibility.

PRINCIPAL CHARACTERISTICS AND RESPONSIBILITIES OF WORK:

Types of activities performed frequently:

Assume leadership in developing, executing and evaluating an exemplary instructional program in the unit, including objective, materials, equipment and activities at the direction of the principal and other consultants within the structure of the school district.

Position responsibilities:

A. Instruction - He or she will be responsible to the principal for the following:

Implement the instructional program.

Assist teachers in the diagnosis of each pupil's level of achievement.

Make recommendations for selection of instructional materials in terms of level of achievement of pupils, not on the basis of usual grade level.

Organize team planning for varying methods of instruction according to characteristics of the project in relation to content and sequence of the instructional unit.

Observe and counsel members of Department in order to assist them in improving their instructional methods.

Arranging instructional groups on the basis of needs of pupils.

Provide avenues of pupil movement from one grouping to another, into individual tutoring, and into independent study.

Coordinate the responsibilities of the teacher aides.

Coordinate the responsibilities of the teacher in teams.

Assume leadership in initiating, establishing and maintaining good home-school relations.

Meet with other department leaders and the principal.

Act as a liaison person between principal and other members of the unit.

Position responsibilities:
(Cont.)

Prepare case studies of pupil growth in cooperation with other members of the department.

Assist principal in selection and assignment of department members.

Prepares with department members budget recommendations for the department.

Approves all department requisitions.

B. Curriculum Development

Work with counselors, teachers and administrators to assess the unique characteristics of the student population.

Use student data as an index of the extent to which curriculum objectives are being met.

Assist teachers to follow the curricula as specified and to adjust the program to the particular needs and interests of students.

Assist teachers in being sensitive to and communicating about curriculum inadequacies.

Assist teachers in the development of new curricula to meet specific school needs.

Assist in organizing and implementing in-service training content for teachers.

May represent his school on district level curriculum committees.

Department chairperson will perform any duty assigned by the principal and not included herein which is consistent with his or her role as instructional and curricular leader for his or her department.

No extra-curricular responsibility shall be assigned to a department chairperson.

C. Research

Aid in the planning for and execution of educational research that will take place within the Research and Instruction teams.

Give guidance and provide leadership for the administration of experimental treatments, instructional methods, materials, media, by teachers or others to insure continuous adherence to an experimental design and to a schedule for collecting information.

Participate in collection and analysis of information.

Position responsibilities:
(Cont.)

D. Development

Help plan the development activities with members of the department, principal, and school staff.

Coordinate the development of an exemplary instructional system within the department, including a statement of objectives, the assessment of the capabilities of pupils, the instructional program and evaluation procedures.

Participate in preparing instructional materials, evaluation instruments, reports and collection of all data required for evaluation.

E. Innovation

Stimulate and coordinate the introduction of novel procedures and materials in the department.

Keep abreast of innovations through the school system, the state and the nation.

Cooperate in evaluation of the innovations.

Assumes major responsibility for providing leadership and direction to his assigned obligation area in addition to teaching responsibilities.

h. DEPARTMENT CHAIRPERSON - Guidance
Position Description

GENERAL CHARACTERISTICS:

<u>Recruited by:</u>	Director of Employee Services Division
<u>Elected by:</u>	Board of Education
<u>Selected by:</u>	Senior High School Principal
<u>Term of Election:</u>	One year

WORKING RELATIONSHIPS:

<u>Reports to:</u>	Senior High School Principal
<u>Receives guidance from:</u>	Senior High School Principal Assistant Senior High School Principal for Instruction Assistant Senior High School Principal for Administration Teachers
<u>Extent of guidance received:</u>	Advice and information pertaining to guidance and counseling services
<u>Supervises:</u>	All first and second year personnel assigned to the guidance and counseling department

Provides guidance to:

Senior High School Principal
Assistant Senior High School
Principal for Instruction
Assistant Senior High School
Principal for Administration
Community agencies which perform
similar services
All other personnel assigned to the
guidance and counseling department
Teachers

SPECIAL CHARACTERISTICS OF
THE POSITION:

Required experience or
training:

Master's degree in guidance and
counseling or professional school
counselor certificate.

Desired experience or
training:

Training in counseling supervision.

Special requirements of
the position:

Ability to work effectively with
associates; broad understanding of
guidance and counseling techniques;
leadership and organizational abilities.

PRINCIPAL CHARACTERISTICS OF WORK:

Types of activities performed
frequently:

Long and short-range planning, meeting
and conferring with staff members;
conducting program of guidance and
counseling services.

Types of activities performed
occasionally:

Representing guidance and counseling
department at out-of-building professional
meetings.

BASIC FUNCTION:

Administers, through the delegated
authority of the building principal,
the school guidance program to pro-
vide these major services:

1. the counseling service
2. the individual inventory service--
standardized testing, cumulative
records, anecdotal records, etc.
3. the information service--occupa-
tional and educational information
4. the placement service--both educa-
tional and occupational
5. the follow-up and evaluative
service.

POSITION RESPONSIBILITIES:

Provides leadership and direction for
guidance and counseling personnel, as-
suring desirable uniformity of services
for the school.

Shares pupil counseling responsibilities
with other counselors in the department
at a significantly reduced ratio.

Continues research and revision of the
provisions based upon a sound philosophy
of guidance services as adapted to the
school's needs.

Coordinates the related work of other
pupil services workers. Arranges for
such coordination through scheduled
staffing meetings at the building level.

Acquaints new teachers with the guidance
program and facilities.

POSITION RESPONSIBILITIES:
(cont.)

Organizes the guidance inservice work for all staff members. Such meetings are scheduled on a regular basis and serve to keep departmental members abreast of pertinent matters related to their work.

Organizes the program of guidance services by the delegation of specific assignments to departmental staff. Such delegation of responsibilities is intended to draw on the various strengths and interests of staff members.

Works to acquaint and interpret the program to school and community. Arranges for contact with and establishes procedures for utilizing community resources in guidance activities.

Assists with the programming of students when selective planning and placement is appropriate.

Shares research findings with administrators and other staff members.

Prepares and develops budgetary items.

1. HEAD, INSTRUCTIONAL MATERIALS CENTER
Position Description

GENERAL CHARACTERISTICS:

<u>Recruited by:</u>	Director of Employee Services Division
<u>Elected by:</u>	Board of Education
<u>Term of Election:</u>	One year

WORKING RELATIONSHIPS:

<u>Reports to:</u>	School principal
<u>Receives guidance from:</u>	Central office administrators and coordinators School Principals and Teachers
<u>Extent of guidance received:</u>	Information and recommendations pertaining to the administration and development of an effective instructional materials center and program.
<u>Coordinates:</u>	School Library Consultants School Audiovisual Consultants Clerical Workers Student Assistants
<u>Provides guidance to:</u>	School Principal and Teachers Pupils
<u>Required experience or training:</u>	Master's degree or equivalent in library science Audiovisual education or instructional media Required teaching credentials of Wisconsin Experience as a school librarian or audiovisual consultant. Experience in curriculum activity. An appreciation of and commitment to the instructional materials center concept.

Desired experience or training:

Experience in administering a school instructional materials center.

Special requirements of the position:

Broad understanding of the instructional materials center concept and ability to coordinate the center with the school educational program.

PRINCIPAL CHARACTERISTICS OF WORK:

Types of activities performed frequently:

Conferring with school administrative and teaching staff on program development. Planning of inservice programs for teachers. Coordinating routines and procedures needed for efficient operation of instructional materials center.

Types of activities performed occasionally:

Participate in community and state professional activities.

BASIC FUNCTION

In instructional materials centers including combined materials centers of an elementary, middle and senior high school, where the professional staff consists of two or more persons, one is officially designated as head with administrative responsibility for the instructional materials center program as a whole. The head of the instructional materials center participates in or coordinates the activities designated for the position, library consultant and audiovisual consultant. In materials centers where there is only one staff member, that person also has the responsibilities noted here for head.

POSITION RESPONSIBILITIES:

Works closely with the principal in developing an instructional materials program that is best suited to the purposes of the school and keeps him informed about the progress and needs of the program.

Is responsible, in cooperation with instructional materials center staff members, for implementing and coordinating an instructional materials center program that contributes to the objectives of the school.

Works with the principal to develop a continuing inservice educational program for teachers on effective methods of using instructional materials in a multi-media approach to classroom goals.

Is a member of any faculty policy making, curriculum building, and other appropriate committees that participate in the educational development of the school.

3. Unit Leader - Elementary Schools

- a. There is created the position of unit leader in the elementary schools.
- b. In elementary schools organized on the unit system, the unit leader(s) shall be appointed annually by the respective elementary principal. Tenure of such unit leader is one year. Department members will vote for their choice of unit leaders by secret ballot. The unopened ballots will be sent directly to the school principal. The school principal will utilize the voting preference of the departments' members in selecting the unit leaders. Although it is expected that the principal will be significantly influenced by the voting preference of the department members, as related to him by their ballots, the principal is not bound by the majority decision of the department members. The principal is not compelled to publicize the results of the vote.
- c. A unit leader shall receive salary for services as a unit leader calculated at 7% of the base salary (1st year BA) of the teachers' salary schedule in effect at and during the time of employment at this position.
- d. Compensation for a unit leader required to work beyond the contract year is at the rate specified for curriculum work on summer schedules (Extended Employment Schedule).
- e. A unit leader is granted released time from regular teaching duties calculated at 10% of the time specified for teaching. (Hours of School Section V-M)
- f. Unit leaders are eligible for approved conference attendance under the following rules:
 - 1) Selection is made on a rotational basis by school.
 - 2) Conference travel is limited to the continental United States.
 - 3) Travel requests must be approved by the Area Director.
 - 4) Expenses paid by the Board of Education include transportation, lodging, meals, and gratuities.
- g. The position description for the unit leader is attached and made part of this agreement.

UNIT LEADER Position Description

GENERAL CHARACTERISTICS:

<u>Recruited by:</u>	Director of Employee Services Division
<u>Elected by:</u>	Board of Education
<u>Term of Election:</u>	One year

WORKING RELATIONSHIPS:

<u>Reports to:</u>	Building Principal
<u>Receives guidance from:</u>	Principal Assistant Principal Directors of the Division of Instruction Coordinator Consultants Selected University of Wisconsin personnel
<u>Extent of guidance received:</u>	Basically, suggestions and information pertaining to the instructional program in relationship to a unit team.
<u>Provides guidance and consultation to:</u>	Principals, teachers, teacher aides, coordinator, and counselors. Directors of the Division of Instruction.

SPECIAL CHARACTERISTICS OF THE POSITION:

Required experience or training:

Bachelor's degree and teacher certification. A minimum of three years' successful teaching experience at level at which employed.

Desired experience or training:

Formal course work in the area of learning curriculum, instruction, and research in area of responsibility.

Training in relevant subject field. Master's degree.

Special requirements of the position:

Commitment to a career in education. Positive attitude toward research, and the ability to study and appreciate rigorous research methods. Flexibility and inventiveness in the adaptation of learning methods, materials, and procedures to experimental situation.

Ability to lead in a close and extended interpersonal situation.

Ability to recognize and utilize the resources of the unit personnel. Ability to maintain effective interaction with the other teachers in the unit, the principals and instructional administrative personnel, children, parents, research personnel and liaison personnel.

Sensitivity to individual learning problems and training in methods of alleviating them.

High initiative and responsibility.

PRINCIPAL CHARACTERISTICS AND RESPONSIBILITIES OF WORK:

Types of activities performed frequently:

Assume leadership in developing, executing and evaluating an exemplary instructional program in the unit.

Position responsibilities:

A. Instruction

Implement the instructional program. Be responsible for the diagnosis of each pupil's level of achievement. Select instructional materials in terms of level of achievement of pupils, not on the basis of usual grade level. Vary methods of instruction according to characteristics of the project in relation to content and sequence of the instructional unit. Arrange instructional groups on the basis of needs of pupils. Provide avenues of pupil movement from one grouping to another, into individual tutoring, and into independent study. Observe and promote pupil progress through essential programs at an appropriate pace. Observe pupil attitude and behavior patterns. Coordinate the responsibilities of the teacher aide. Coordinate the responsibilities of the unit teacher.

Position responsibilities:
(Cont.)

Assume leadership in initiating, establishing and maintaining good home-school relations.
School psychologists, guidance workers and other specialists can contribute to this area of concern.
Meet with other unit leaders and principals.
Act as a liaison person between principal and other members of the unit.
Prepare case studies of pupil growth in cooperation with other members of the unit.
Teach .9 time.

B. Research

Aid in the planning for and execution of educational research that will take place within the Research and Instruction Unit.
Give guidance and provide leadership for the administration of experimental treatments, instructional methods, materials, media, by teachers or others to insure continuous adherence to an experimental design and to a schedule for collecting information.
Participate in collection and analysis of information.

C. Development

Plan the development activities with members of the unit, principal, the school staff.
Coordinate the development of an exemplary instructional system within the unit, including a statement of objectives, the assessment of the capabilities of pupils, the instructional program and evaluation procedures.
Participate in preparing instructional materials, evaluation instruments, reports and collection of all data required for evaluation.

D. Innovation

Stimulate and coordinate the introduction of novel procedures and materials in the unit.
Keep abreast of innovations through the school system, the state and the nation.
Cooperate in evaluation of the innovations.

BASIC FUNCTION:

Assumes major responsibility for providing leadership and direction to his assigned obligation area.

4.

PROGRAM SUPPORT TEACHER
Position Description

The position of "Program Support Teacher" in Specialized Educational Services shall be for the purpose of providing for the implementation of direct services to children with Exceptional Educational Needs, hereafter referred to as EEN, but shall not be involved in administrative decision-making or supervision/assessment of teaching personnel in the development, implementation and evaluation of programs and services in the program area. Pursuant to Section 115.83 (1)(b), Wisconsin Statutes, the program support teacher shall also provide consulting services to the regular education teacher for those children with EEN enrolled in regular education classrooms. The program support teacher(s) shall be responsible to the director or program supervisor, or both.

GENERAL: The primary responsibility shall focus upon services to children with EEN and to special education and regular education teachers in the areas of diagnosis and intervention procedures, classroom management, curriculum development, instructional methods, educational diagnosis and instructional materials and equipment.

SPECIFIC: Responsibilities may be limited to any or all of the following:

1. Assist in educational evaluations as part of the Multi-disciplinary Team.
2. Review, with the special education or regular education teachers, or both, the Multi-disciplinary Team recommendations.
3. Assist the special education or regular education teachers, or both, in providing quality and comprehensive instruction for the children assigned to the program area.
4. Serve as a liaison between special or regular education teachers, or both, and supervisors in the special education administrative structure.
5. Participate in parent conferences and training.
6. Provide inservice training for regular and special education personnel, and other district personnel, parents and community personnel.
7. Serve as a liaison with other agencies involved in programming for individual children with EEN.
8. Provide services to children with EEN who are returned full or part-time to regular classes.
9. Any revision in the duties of this position following this date for the program support teacher shall be negotiated between the Madison Metropolitan School District and MTI; and thereafter submitted to the Department of Public Instruction for consideration, approval.

Such teachers shall be appointed/designated for the school year by the Director of Specialized Educational Services not later than the conclusion of school the preceding school year; and shall be covered by all other provisions of the Collective Bargaining Agreement.

Said teachers shall be compensated at the rate of seven per cent (7%) of the base salary per year in addition to their regular compensation per Section III-A of the Collective Bargaining Agreement. Program Support Teachers who work at their regular or comparable assignment beyond their regular contract year shall be compensated as per Section III-J of the Agreement.

III - Salary - L

L. EXTRA DUTY COMPENSATION SCHEDULE

1. Teachers performing in a professional extra duty situation as listed on the extra duty compensation schedule shall be paid a percent of one of three base rates.
 - a. Base 1 - is Step 1 of the regular BA schedule and is applied to the teacher's first involvement in this program.
 - b. Base 2 - is Step 5 of the regular BA schedule. It is reached after four previous years of service in a position covered by this schedule.
 - c. Base 3 - is Step 9 of the regular BA schedule. It is reached after eight years of service in a position covered by this schedule.

The above will revise the dollar amount of the percentage base rates in sub-section (13)

2. Base rates change on the effective dates of salary schedule changes. A change in compensation will be calculated for such periods of employment as lie within such new base rate periods.

Previous experience in Madison in the activities covered in the schedule are calculated at full value and become effective immediately in establishing the teacher's placement.

Initiation of a request for advancement on the Professional Employment Schedule is made by the teacher concerned and verified by the building administrator and further checked against the experience record file in the Employee Services Division.

3. A schedule for teacher supervision at athletic events, social activities and other school related functions is effective 1-1-71. Positions covered in this schedule are not subject to progression from Base 1 to Base 3 and previous experience is not calculated.
 - a. All employment shall be voluntary. No position shall require assignment of teachers.
 - b. Teachers assigned to a particular school who wish to volunteer for such employment as listed below, shall submit their names to their principal. The principal shall place these names on a list and make assignments from the list.
 - c. If there are fewer applicants than there are openings, teachers from other schools may be solicited to volunteer.
 - d. Teachers who volunteer for this employment shall be paid at the rate of \$6.72 per hour.

Athletic Events (high school)

Supervisors

Football
Basketball
Swimming and Gymnastics
Wrestling
Hockey

Ticket Sellers and Takers

Football
Basketball
Swimming and Gymnastics
Hockey

Other needed positions - timers, scorers, scoreboard operators, announcers, field judges, line judges - do not require a teacher as such, and the Board will seek lay personnel not covered in the Agreement for those positions, they will be paid at the rate of .0007 X base per hour unless they waive such payment in writing.

Social Events not sponsored by the Recreation Department:

Supervisors and/or ticket sellers and takers in such numbers and for such periods as requested by the principal of the high school.

4. Placement on the Extra Duty Compensation Schedule is as follows:
 - a. Experience in a scheduled activity in Madison is honored at the full credit for placement on the schedule.
 - b. Experience in a scheduled activity outside Madison is honored at half credit for placement on the schedule.

c. The principal places the teacher on the schedule.

- 1) No later than May 10 of the current school year teachers employed in an extra duty position, under Section III-M 13, shall be notified by their principal if the teacher will not be reappointed to the position for the ensuing school year. However, any teacher who holds an extra-duty position in which the season/activity extends beyond May 10 such notice shall be made by their principal no later than 15 days beyond the conclusion of such extra duty activity/season.

Any teacher willing to be relieved of such extra duty position shall notify the principal in writing by May 1.

- 2) If a vacancy occurs, before the position is to be filled, the principal will, where feasible, provide proper notice concerning the vacant position to all schools in the attendance area. Such notice shall be posted in a conspicuous place by each building principal.
 - 3) A teacher may be removed from an extra duty assignment during the term of the assignment for good cause.
- d. Placement on the schedule is determined by the teacher's extra duty activity experience only.
- e. Past experience as a noon lunch or playground supervisor has no credit for placement on the schedule.
5. No more than one year of experience can be earned in any one contract year on the Extra Duty Compensation Schedule.
 6. If a teacher moves from one schedule activity to another, the years of experience earned at the earlier position are given full credit in calculating the new position.
 7. A teacher who fulfills the time requirement of his teaching contract, be it a full-time or part-time contract, is compensated for extra duty at full-time extra duty rate, providing his service for extra duty is full-time. If not his extra duty compensation shall be reduced by the percent of time not employed.
- a. Full-time is established at:
- 1) 25 hours of classroom instruction per week, (5 classes per day, or 4 classes plus a study hall, or any other combination of assigned regular teaching duties unrelated to extra duty), or,
 - 2) 75 Modules per week in schools using modular scheduling.
8. A request for advancement on the Extra Duty Compensation Schedule is initiated by the teacher and verified by the building administrator.
 9. Intramurals are established on a three season basis; each period receives 1/3 of the compensation designated although periods may vary in length.
 - a. Full employment for intramurals is defined as 35 weeks. If an intramural activity is terminated before the season is completed, the teacher's compensation shall be calculated by multiplying the number of weeks worked during the period by 1/35 of the yearly rate, but in no case shall the amount exceed 1/3 of the yearly rate.
 10. Payment for extra duty is made in accordance with the following schedule:
 - a. Monthly
 - 1) Lunch duty and noon hour supervision

- b. First monthly payroll in January--4/9 of the total stipend indicated on the Extra Duty Compensation Schedule for the preceding calendar year; monthly payroll on the last day of the school year--5/9 of the total stipend for the current calendar year:
- 1) Physical activity director
 - 2) Newspaper advisor
 - 3) Yearbook advisor
 - 4) Dramatics coach
 - 5) H.S. Band director
 - 6) Bookstore manager
 - 7) H.S. Choir director
 - 8) H.S. Orchestra director
 - 9) H.S. Cheerleader advisor
- c. First monthly payroll in January--full payment of the stipend indicated on the Extra Duty Compensation Schedule for the preceding calendar year:
- 1) Debate coach
- d. Monthly payroll on the last day of the school year--full payment of the stipend for the current calendar year:
- 1) Forensics coach
- e. First monthly payroll following the end of the activity:
- 1) All other scheduled activities (athletics)
 - a) Winter sports, which start before and continue after January 1, are paid on the basis of prorated amounts applicable to each calendar year's Extra Duty Compensation Schedule. The prorates are established on the basis of weeks in the season prior to and after January 1.
 - 2) Intramurals are established and paid on a three season basis (see item No. 9).

11. Extra Duty Compensation shall be itemized separately on checks or separate checks shall be issued for same (this governs Section III-L and III-M only).

12. Teachers who teach the language of the deaf to parents of the hearing impaired shall be paid at the rate of \$8.00 per hour for such employment with payments being made in accordance with sub-section 10 above.

13.

<u>Activity</u>	<u>% of Base</u>
Senior High School Head Coach - Football & Basketball (Boys)	
Gymnastics	
Director, Physical Activities	12
Newspaper Advisor (14 issues)	
Senior High School Head Coach (Baseball, Swimming) (Boys)	
Track, Hockey, Wrestling	
Head Softball Coach	10
Senior High Head Coach - Basketball (Girls)	9
Yearbook Advisor	
Dramatics Coach (2 3-act productions)	
Junior Varsity Football	
Senior High Assistant Coach - Football and Basketball (Boys)	
Sophomore Football	
Junior Varsity Basketball Coach (Boys)	8

Fall Equipment Manager
 Senior High Assistant Coach - Baseball, Track (Boys and Girls),
 Wrestling, and Swimming (Boys)
 Four Lakes Coach - Football and Basketball (Boys)
 Ninth Grade Head Coach - Football and Basketball (Boys)
 Gymnastics (9th Grade and Assist with Varsity)
 Head Coach Swimming (Girls)
 Softball Assistant (Girls) Forensics Coach
 Debate Coach

7

Head Coach Cross Country
 Senior High Head Volleyball Coach
 Ninth Grade Assistant Coach - Football
 High School Band Director
 Wrestling (9th Grade Boys)
 Junior Varsity Basketball (Girls) Soccer Coach

6

Senior High Head Coach - Curling, Tennis, Golf
 Ninth Grade Coach - Track, Volleyball, Basketball (Girls)
 Bookstore Manager
 Baseball (9th Grade Boys)
 Spring Equipment Manager
 Swimming Assistant (Girls)
 Volleyball Assistant to Head Coach

5

High School Choir Director
 High School Orchestra Director
 Senior High Cheerleader Advisor
 Ninth Grade Assistant Track Coach (when squad exceeds 35)
 Cross Country (9th Grade Boys)
 Ninth Grade Golf and Assist with Varsity
 Ninth Grade Tennis and Assist with Varsity
 Four Lakes Soccer

4

Intramurals (all levels) - one period per week
 Drama Assistance: Stage, Lighting and Technical

3

-
- A. Supervision during the noon lunch period; e.g. playground, lunchroom, and/or school-community recreation programs, shall be compensated at the rate of \$5.28 per hour. Compensation shall be computed in 1/2 hour lots. Such does not apply toward experience credit for base placement.
- B. Assistant Coaches assigned to any one of the above, but not so delineated, shall be paid 70% of the rate for the coaching of the activity in which he or she is assisting.

III - Salary - M

M. DIPLOMA COMPLETION PROGRAM

Teachers performing professional services as authorized by the appropriate administrator shall receive .0014 of the BA base per hour with a minimum of three (3) hours per night.

III - Salary - N

N. SEVERANCE PAY

1. A staff member who is retiring from teaching and whose age and total service to the Madison School System total at least 80 years shall have his final contract increased by \$400.00.

Payment would be made by increasing the final gross check by \$400.00.

III - Salary - O

O. EXPERIMENTAL PROGRAMS

1. A teaching position in an experimental program which differs from the regular assignment of hours and duties is exempt from negotiations during the experimental stage of the program.
 - a. The Superintendent of Schools identifies such a program and communicates this identification to the president of Madison Teachers.
2. Experimental programs are limited to three years.
3. There shall be no deviation from the regular salary schedule in compensating personnel in experimental programs.
4. A teaching position which evolves from an experimental program and becomes a regular position in the Madison Metropolitan School District is subject to negotiation following the three year experimental period.

III - Salary - P

P. TRAVEL REIMBURSEMENT

1. An employee assigned to more than one school must travel a total of five (5) or more miles per week between buildings to qualify for travel reimbursement for such travel between schools.
2. Trips longer than 200 miles will be reimbursed at the rate of lowest feasible commercial fare; however if an automobile is used the teacher shall be reimbursed at the rate of 16¢ per mile.
3. Travel reimbursement is authorized by the appropriate administrator on the basis of the employee's monthly travel report computed at 16¢ per mile. Payment shall be made each month, except that itinerant teachers shall be reimbursed twice a year.
4. Teachers who experience parking charges, excluding fines for illegal parking, during the time when they are rendering professional services on behalf of the District, shall be reimbursed in full or same provided their administrator or supervisor has approved the reimbursement for same in advance. Reimbursement shall be the end of each semester.
5. Teachers utilizing their automobile in a manner by which they receive reimbursement pursuant to this Section shall file with the Director of Business Services proof of coverage relative to their automobile liability insurance.

III - Salary - Q

Q.⁴ INVENTORY, MAINTENANCE, REPAIR

1. Teachers may only be required to inventory capital items under their charge unless such teacher is approved for extended employment for the purpose of inventory of items other than capital items. Approval may be granted by the Superintendent upon recommendation by the Principal of the school to which the teacher is assigned.
2. Teachers may be granted extended employment for the purpose of the repair and/or maintenance of machinery, equipment or instruments related to the instructional program. Approval may be granted by the Superintendent upon recommendation by the Principal of the school to which the teacher is assigned.
3. The compensation of teachers employed as provided above shall be as provided under Section III-I.

IV Factors Relating to Employment - A
(Individual Contract)

A. APPLICATION

1. To be employed in the Madison Metropolitan School District a teacher must have a minimum of a Baccalaureate degree and a teaching certificate. Exceptions may be made if candidates can meet such qualifications within a reasonable time after their initial employment. In such cases as the latter, the Teacher Education and Professional Standards Committee and the Executive Director of Madison Teachers shall be notified upon contract with the teacher. All factors being equal Madison staff members should be given preference for positions for which they apply. However, temporary contract teachers who are qualified and available and who apply for a teaching position in the Madison Metropolitan School District, shall be given equal consideration (said consideration shall only be at the application and teacher employment pool levels) among the other applicants for such positions. Such consideration shall be based upon certification, qualifications and experience.
2. All personnel will be appointed by the Board of Education only upon the recommendation of the Superintendent of Schools.

IV - Individual Contract - B

B. SUBSTITUTES, NEW HIRES (TEACHERS)
AND REPLACEMENT TEACHERS

1. Per Diem Substitutes

Substitutes shall be retained by the Madison Metropolitan School District for teachers absent up to the equivalent of one semester.

2. Replacement Teachers

- a. Such teachers shall be hired by the Board of Education, under temporary contracts as per the specifications of the Agreement, to replace teachers whose position becomes temporarily vacant for more than one semester. However, if a position becomes temporarily vacant through the last day of the school year and there are teachers on the layoff list who are certified to teach in the vacant position, the District will offer such teachers employment under a regular teaching contract to fill such vacant positions according to the recall procedure set forth in Section IV-P(3) of the Agreement. Should the teacher temporarily vacating the position not return to his/her former assignment, the teacher re-employed from the layoff list who fills such assignment shall continue in that assignment.
- b. The Director of Employee Services timely forwards to Madison Teachers, Inc. a list of names of those teachers granted one year temporary contracts and the reasons therefore.

3. New Hires

Permanent positions vacated for one semester or more due to the resignation, dismissal, death or other permanent action of a contracted teacher shall be filled by the Board of Education by hiring a teacher under a regular contract granting them all the rights, privileges and obligations of the Agreement.

Permanent positions permanently vacated for less than one semester shall be filled by the Board of Education by hiring teachers on a temporary contract, and such teachers will be considered replacement teachers, and said teacher will have no reemployment rights under the Agreement.

IV - Individual Contract - C

C. NON-DISCRIMINATION

1. The nationality, race, color, creed, sex, age, or handicap shall neither restrict nor prevent the employment of an applicant by the Board of Education.

IV - Individual Contract - D

D. CERTIFICATION

1. Prior to the first day for which compensation is to be made to a staff member, the staff member must present for recording purposes to the office of the Division of Employee Services a Wisconsin teacher's license that certifies the staff member for assigned responsibilities.
2. The Director of Employee Services may postpone a filing date when circumstances warrant such postponement.

E. PHYSICAL EXAMINATION

1. Within ninety (90) days after notification of employment, an employee must submit to the office of the Division of Employee Services for recording purposes a physical examination report by a licensed physician. This physical examination report shall be made on a standard form prepared by the State Division of Health, and the State Superintendent. A report of a physical examination taken within one (1) year of initial employment will be acceptable.
2. Upon entering employment and every three years thereafter, an employee must submit to the office of the Division of Employee Services a regular chest x-ray tuberculin test report. Such x-ray or tuberculin test report taken within a period of one (1) year prior to entering employment will be acceptable.
 - a. A large chest x-ray (14" x 17") is required if the regular x-ray is questionable, or if the reaction to the tuberculin test is questionable. The school district pays for the large x-ray provided it is done by one of the laboratories with which the Board of Education has a financial arrangement and the x-ray is authorized by the Division of Employee Services.
 - b. A chest x-ray or tuberculin test submitted by an employee's private physician and paid for by the employee is acceptable.
 - c. All employees, full-time or part-time, who come in contact with students must file the required physical examination and chest x-ray reports.
3. The Board of Education shall pay for the cost of such examinations, including x-rays and tuberculin tests, as provided in Wisconsin Statute 118.25.

F. ASSIGNMENT, RE-ASSIGNMENT AND INVOLUNTARY TRANSFER

1. A teacher beginning employment in the Madison Metropolitan School District is given a preliminary notification of building and/or position assignment in the spring or upon employment.
2. The Division of Employee Services confirms the beginning teacher's assignment and notifies the teacher in writing by August 1. (Where deviation is necessary, it shall be as per No. 3 below.)
3. There may be a number of beginning teachers each year who will be assigned to a teaching pool. Except where changing enrollments or changing patterns of instruction, or requests for transfer which have not been honored, make such action impossible, these teachers shall be withdrawn from this pool and assigned no later than the first week of school.
4. The contract for continuing teachers shall have the location of the teaching position they are being offered when it is issued on April 15. This assignment is contingent upon the school population and instructional program remaining substantially unchanged. Additionally, when practical, to provide greater preparation time designed to accommodate the individual needs of the pupil, teachers will be advised as to the pupils assigned to their classes by June 1 of the preceding school year.
5. The Superintendent may, within the first nineteen (19) school days of the then current semester, unilaterally transfer a teacher because of substantial change in the school's enrollment or substantial program change. Transfers made for any other reason shall be made only for just cause (the best interest of the District shall constitute just cause for such a transfer).
Transfers made per sentence one (1) in five (5) above shall be of the least senior teacher (per Section IV-P-1) in the grade level (i.e., unit, grade or grade combination e.g.: 1-2) and/or Department or subject (whichever is appropriate) from which the transfer must be made. Any teacher so transferred shall, when reasonably possible, be provided five school day's notice of the transfer unless the teacher waives the notice, or a portion thereof, in writing. The Superintendent, or his/her designee shall advise the Executive Director of MTI of such transfers and the reasons therefore when the transfer is made.
6. In the event of a school being closed, teachers displaced will be given a list of vacancies and shall indicate at least 3 preferences. Insofar as possible, the teachers will be assigned according to these preferences.

G. VOLUNTARY TRANSFER OF ASSIGNMENT

1. Voluntary Transfer Where Vacancies Exist

- a) A teacher wishing to transfer applies to the principal of the building in which the vacancy exists, or to such other person indicated on the notice. Upon request of said principal or other appropriate individual, such transfer shall be made provided said teacher has greater seniority than the teacher in the surplus pool (IV-P) who is qualified for the same position for which the above mentioned teacher has applied.
- b) The teacher shall also file a statement with the Director of Employee Services requesting such transfer. The Director will, upon receipt of a principal or other appropriate individual request, process the transfer. This will occur so long as the instructional requirements of the school(s) are not disrupted.
- c) The Director of Employee Services shall fill the vacancy with the first qualified teacher who applies. If any posted vacancy does not materialize due to a substantial change in the school's population or program, the transfer may not be implemented.
- d) Denial of the requested transfer may only be for just cause. The best interest of the school district shall constitute just cause, i.e. where the instructional program of the district is disrupted. The Director of Employee Services will notify the teacher of the decision.

2. Vacancy Posting

- a) A building principal shall immediately notify the Director of Employee Services upon learning of a potential vacancy.
- b) Upon receipt of a written resignation, at least 30 days prior to its effective date, the Director of Employee Services shall immediately cause a notice thereof to be posted, except when the teacher surplus pool includes any teacher qualified for such position(s). In such cases, the notices shall be posted for five (5) days prior to the date requests for transfer are due. The notice shall contain the date transfer requests are due.
- c) The Director of Employee Services shall cause notice of all other existing vacancies to be posted the last school day of each week, except where the teachers surplus pool includes any teacher qualified for such position(s).
- d) Vacancy notices shall be posted in the office and faculty lounge(s) of each school immediately upon their receipt.
- e) Notice of vacancies occurring during the summer shall be sent, by the Director of Employee Services, to all individuals in the collective bargaining unit who have previously notified the Director of Employee Services in writing of their desire to transfer for the ensuing school year, except when the teacher surplus pool includes any teacher qualified for such position(s). Such notices shall be mailed five (5) days prior to the date requests for such transfers are due.
- f) Notices shall contain the location of the position(s) and to whom the request for transfer shall be directed and any other pertinent data.
- g) An updated list of vacancies may be examined by teachers at any time in the Office of the Division of Employee Services.

3. All factors being equal, the Madison staff members should be given preference for positions for which they have applied. Should it be mutually agreeable between the Director of Employee Services and a teacher under temporary contract, this provision (IV G) shall be applicable to the temporary contract teacher, provided no teacher under regular or Title contract has applied for said position.

4. School Closing

In the event of a school building being closed all teachers assigned to the school shall move to other positions pursuant to the terms set forth for the re-assignment of "surplus" teachers Section IV P.

IV - Individual Contract - H

H. PROBATIONARY PERIOD

1. A teacher contracted under regular or Title contract will serve a three (3) year probationary period, unless said teacher has taught previously for a minimum of three (3) years outside the employ of the Madison Metropolitan School District. In the case of the latter, said teacher shall serve a two (2) year probationary period in the District. At the conclusion of the probationary period, if the teacher's service is satisfactory, the teacher will have completed probationary status and will be awarded a regular annual contract. Such teachers will then hold nonprobationary status.
2. Teachers employed under temporary contract by the District will be subject to the terms above should they be issued a regular or Title contract in the same or immediately following semester, thereby providing continuous service between the two (2) contracts. However, in no case shall a teacher serve a probationary period of less than one year.

IV - Individual Contract - I

I. TEACHER EVALUATION

1. A staff member's effectiveness as a professional employee is evaluated by the principal or assistant principal of the building in which the staff member is employed.
2. A teacher of Art, of Music, or Physical Education, or a teacher supervised by the Specialized Educational Services Department is evaluated by the building principal in which the teacher is employed and by the teacher's supervisor.
3. An "Improvement of Teaching Worksheet" (IV-I-1) is completed for a probationary teacher by December 15.
4. The "Evaluation Scale" (IV-I-2) is completed each year for the probationary teacher.
5. A copy of the Improvement of Teaching Worksheet and Evaluation Scale is provided the probationary staff member by the administrator and a joint review of an evaluation by administrator and teacher is conducted.
6. Non-probationary staff members are assessed by using the "Evaluation Scale" (IV-I-2). Following such assessment a joint review by the administrator and teacher will be conducted. Such evaluation when completed will be due no later than May 1 if it does not affect the continuing employment status, otherwise the evaluation will be due no later than February 1. These dates apply for the 1976-77 school year. Future completion dates will depend on action taken by the negotiation agents of the parties on recommendations received from the study committee on evaluation.
7. Should there be an evaluation of teachers holding temporary contract, the time designation specified on the forms IV-I-1 and IV-I-2 does not apply.
8. All assessments and evaluations become a part of the staff member's permanent file.

MADISON METROPOLITAN SCHOOL DISTRICT
IMPROVEMENT-OF-TEACHING WORKSHEET FOR PROBATIONARY TEACHERS

Teacher _____ School _____
Grade or Subject _____ Date _____
Times of observation _____

PURPOSE: The purpose of this worksheet is to enable the principal and teacher to consider together factors relative to effective teaching before the teacher's final evaluation is completed in February.

DIRECTIONS: After observation in the classroom, comment on the following factors and use this worksheet as a basis for discussions with the teacher. When completed, return white copy (original) to Employee Services, give yellow copy to teacher, and retain pink copy in your office files.
Comments on this worksheet based on:

a. one observation b. several observations. (circle one)

1. Physical characteristics of classroom (ventilation, seating, attractiveness, orderliness, etc.): _____

2. Techniques of teaching (stimulating, imaginative, vs. routine, unimaginative, dull): _____

3. Rapport with and control of class (friendly, sympathetic, stimulates pupil self control, vs. harsh, aloof, dictatorial, or lack of control): _____

4. Daily preparation (systematic, businesslike, vs. unplanned, slipshod): _____

5. Use of curriculum guides and supplementary materials (books, film strips, movies, guest speakers): _____

6. Quality of pupil evaluation techniques (questions, quizzes, exams, etc.): _____

7. Areas where teacher shows particular strengths: _____

8. Areas where teacher's classroom performance could improve: _____

9. Additional comments: _____

10. (For Teacher Use) What would you like to see changed or improved? How can we help you? _____

I have discussed the information on this worksheet with my principal, department head, or supervisor.

Teacher signature _____
Principal or Supervisor signature _____

MADISON METROPOLITAN SCHOOL DISTRICT
 RATING SCALE FOR ALL TEACHERS
 (To be completed by February 1, & returned to Employee Services)

Name of Teacher _____

School _____ Grade or Subject _____

Purpose: The purpose of this rating scale for teachers is to promote better teaching through the assessment of the professional staff in the Madison Metropolitan School District. This shall be the evaluation instrument for all probationary teachers. Such shall be utilized for the purpose of improvement of instruction on non-probationary teachers. For the later group, this form may not be used for termination or suspension of employment.

Directions: Please write in the appropriate rating factors indicating your evaluation of the teacher in comparison to other Madison teachers, for each category of assessment.

See scale below for rating factors.

1. TEACHING ABILITY

- | | |
|---------------------------------|---------------------------------|
| A. Professional Knowledge _____ | D. Daily Preparation _____ |
| B. Professional Interest _____ | E. Control of Pupils _____ |
| C. Assignments to Pupils _____ | F. Techniques of Teaching _____ |

Rating Scale:

- | | | |
|--------------------|------------------------|---------------|
| 0 = Not Effective | 1 = Somewhat Effective | 2 = Effective |
| 3 = Very Effective | 4 = Outstanding | |

2. Teaching strengths of this teacher: _____

3. In what ways do you believe this teacher's instructional program can be improved? _____

a. Assistance/Resources offered teacher to assist him/her to accomplish the above: _____

4. Additional comments: _____

5. Number of observations _____ Dates and length of each observation(s) _____

6. General Rating: _____ (0 - 4)

0 = Not Effective 1 = Somewhat Effective 2 = Effective 3 = Very Effective

4 = Outstanding

7. RECOMMENDATION FOR CONTRACT FOR ENSUING SCHOOL YEAR (_____ Year)

Contract Recommended ☒

If less than full time, percentage of time recommended _____

Contract Not Recommended ☐

If the contract is not recommended, please state why _____

Evaluator's signature _____ Date _____

I have reviewed the above assessment

☒ I agree with the assessment

☐ I disagree with the assessment

Comments by teacher _____

Teacher's signature _____ Date _____

White Copy - Employee Services

Yellow Copy - School

Pink Copy - Teacher

2/1976

IV - Individual Contract - J

J. PROCEDURE FOR CONSIDERING THE NON-RENEWAL
OF THE CONTRACT OF A PROBATIONARY TEACHER

1. The principal and supervisor counsel teachers concerning the proper discharge of the assigned duties of the teacher.
2. The principal or supervisor submits to the Board of Education an evaluation of the teacher's performance on December 15th of each contract year during the probationary period, countersigned by the teacher. The teacher is provided a copy of the evaluation.
3. The principal or supervisor makes a final evaluation of a teacher on or about February 1st of each contract year and recommends renewal or non-renewal of a teacher's contract to the Board of Education. The evaluation is countersigned by the teacher and the teacher is provided a copy of the evaluation.
4. If prior to either of the mandatory evaluations of a teacher's performance or at any time between or after the evaluations, the performance of a teacher shall cause such dissatisfaction that the principal or supervisor shall deem that a recommendation of renewal for the teacher's contract may not be forthcoming, the principal or supervisor shall confer with the teacher and outline the nature of the dissatisfaction with the teacher's performance. The principal or supervisor shall then make and preserve a written memorandum of the substance of this conference which shall be dated and signed by the teacher. At the time the principal or supervisor makes the written memorandum mentioned above, a copy of the written memorandum shall be sent to the Executive Director of Madison Teachers unless the teacher requests, in writing, that such action not be taken. Should the teacher request that Madison Teachers not be notified, a copy of this request will be sent to the Executive Director of Madison Teachers by an agent of the Board.
5. On or before March 1, the Board of Education or its designee shall inform the probationary teacher in writing that the Board of Education is considering nonrenewal of the teacher's contract. A copy of the notice shall be sent to Madison Teachers.
6. A probationary teacher may have a private conference with the Board of Education after the teacher receives notice that the Board is considering nonrenewal of the teacher's contract if the teacher files a written request with the Board of Education within five (5) days after receiving this notice.
7. This provision does not apply to temporary contract teachers.

IV - Individual Contract - K

K. NONRENEWAL OF NONPROBATIONARY TEACHER

1. A teacher holding a regular annual contract may be nonrenewed for inefficiency, immorality, willful and persistent violation of reasonable regulations of the governing body of the school system or for other good cause.
2. It is the duty of the principal or supervisor to counsel teachers concerning the proper performance of the assigned duties of the teacher.
3. If the principal or supervisor deems that the teacher's performance is unsatisfactory because of:
 - a. Inefficiency,
 - b. Immorality,
 - c. Willful and persistent violations of reasonable regulations of the governing body of the district,
 - d. Other good cause,

the principal or supervisor shall confer with the teacher, outline the nature of the unsatisfactory performance and prepare a written memorandum of the substance of the conference. A copy of the memorandum shall be provided to the teacher and the Executive Director of Madison Teachers unless the teacher requests, in writing, that such action not be taken. Should the teacher request that Madison Teachers not be notified, a copy of this request will be sent to the Executive Director of Madison Teachers by an agent of the Board of Education. If the unsatisfactory performance continues, the principal or supervisor shall recommend to the Board of Education that the teacher's regular annual contract not be renewed.

4. The Board of Education or its designee shall give the teacher written notice that a recommendation for nonrenewal has been filed. A copy of the notice shall be forwarded to the Executive Director of Madison Teachers unless the teacher requests, in writing, that such action not be taken. Should the teacher request that Madison Teachers not be notified a copy of this request will be sent to the Executive Director of Madison Teachers by an agent of the Board of Education.
5. On or before March 1, the Board of Education or its designee shall inform the teacher in writing if the Board of Education is considering nonrenewal of the teacher's contract. The notice shall outline the rationale upon which the consideration is based and indicate that the teacher may have a private conference with the Board of Education if a written request is filed with the Board within five (5) days of receiving the notice of consideration for nonrenewal. A copy of the notice shall be forwarded to the Executive Director of Madison Teachers unless the teacher requests, in writing, that such action not be taken. Should the teacher request that Madison Teachers not be notified, a copy of this request will be sent to the Executive Director of Madison Teachers by an agent of the Board of Education.
6. If a teacher fails to file a written request for a private conference within five (5) days of receiving notice of consideration of nonrenewal to the Board of Education, the right to a private conference is waived.
7. On or before March 15 of the school year for which the teacher holds a contract, the Board of Education shall give the teacher written notice of renewal or refusal to renew the teacher's contract for the ensuing year.
8. Madison Teachers on behalf of the teacher, may appeal an adverse decision by the Board of Education to arbitration as per the grievance procedure set forth in this agreement provided a written request for referral to arbitration is filed with the Board within ten (10) days after receiving the decision of the Board.
9. Both Madison Teachers and the Board may be represented by an attorney.
10. The issue to be determined by the arbitrator shall be whether the provisions of this section have been violated. If the arbitrator determines the actions of the Board violated the provisions of the section, he shall, in addition to his determination of the issue, grant appropriate relief. The decision of the arbitrator shall be rendered within thirty (30) days of the receipt of the hearing transcript or briefs whichever is later.
11. Copies of the award of the arbitrator shall be submitted to the parties.
12. Nothing herein is intended to prevent the Board of Education from granting an individual teacher his right to due process with respect to his nonrenewal. If such be the case, the Board of Education shall notify Madison Teachers, in writing, in order that Madison Teachers may, as the bargaining representative, exercise its right to be present at the proceedings.
13. This provision does not apply to temporary contract teachers.

IV - Individual Contract - L

L. RESIGNATION

1. The resignation of an employee is made in writing to the Director of Employee Services for presentation to the Board of Education as early as possible and at least thirty (30) days prior to the effective date of the resignation.

M. SUSPENSION

1. Suspension Procedure: The Superintendent of Schools may suspend a staff member with pay, if and when, in the judgment of the Superintendent, a condition or situation warrants such emergency action. Because such action could only follow the most grave situation, the Superintendent shall file written charges with the Board of Education at the next meeting of the Board of Education, or special meeting called for that purpose. The meeting shall be held within 21 days from the date of suspension. The Superintendent shall forward a copy of said charges to the suspended staff member by certified mail. A copy of these charges shall be sent to the Executive Director of Madison Teachers and to the Grievance Committee, unless the teacher requests in writing that such action not be taken. Should the teacher choose not to notify Madison Teachers, a copy of his request will be sent to the Executive Director of Madison Teachers by the principal or supervisor involved.
2. The suspended staff member shall have the right to request a hearing before the Board of Education at its next meeting following the filing of charges with the Board of Education.
3. The suspended staff member shall have the right to be represented by counsel, to confront and cross examine all witnesses against him and the right to present witnesses and evidence in his own behalf, and Madison Teachers may attend as a party to proceedings on their own volition, or Madison Teachers may act if they should so choose for the suspended employee at this hearing.
4. The hearing before the Board of Education shall be closed unless an open hearing is requested by the suspended staff member and shall be held in accordance with the Wisconsin Statutes.
5. The Board of Education may immediately dismiss or reinstate the suspended staff member following the hearing. Action by the Board of Education and/or Superintendent does not limit their liability as may be determined by a court of law.

IV - Individual Contract - N

N. SUSPENSION WITHOUT PAY

1. The Superintendent may suspend a staff member for up to five (5) days without pay for just cause. The Superintendent shall forward to the suspended staff member a copy of the charges pending before the Board of Education by certified mail. A copy of these charges shall be sent to the Executive Director of Madison Teachers and to the Professional Rights and Responsibilities Committee, unless the teacher requests in writing that such action not be taken. Should the teacher choose not to notify Madison Teachers, a copy of his request will be sent to the Executive Director of Madison Teachers by the Superintendent.
2. Madison Teachers, on behalf of the suspended staff member, may appeal such suspension to arbitration as set forth in the grievance procedure. A copy of the issue to be arbitrated shall be filed by MTI with the Director of Employee Services with the call for arbitration. Said call must be made within 15 days after the receipt of the letter of suspension by the teacher.

IV - Individual Contract - O

O. DISMISSAL OF TEACHER DURING CONTRACT YEAR

1. No teacher holding a regular annual contract may be dismissed, removed, released or discharged except for inefficiency, immorality or continuous violation of reasonable regulations of the governing body of the school system or for other good cause.
2. If in the performance of the duty of the principal or supervisor in the counseling of the teacher concerning the discharge of the duties of the teacher and following such counseling with the teacher, the principal or supervisor shall deem the performance of the teacher to be so unsatisfactory that it may be necessary to recommend the dismissal of the teacher prior to the end of the school year, the principal or supervisor shall confer with the teacher and outline the rationale for the proposed recommendation for dismissal during the contract year and preserve a written memorandum of such conference.

3. The memorandum shall be dated and countersigned by the teacher. A copy of the memorandum shall be provided to the teacher and the Executive Director of Madison Teachers unless the teacher requests, in writing, that such action not be taken. Should the teacher request that Madison Teachers not be notified a copy of this request will be sent to the Executive Director of Madison Teachers by an agent of the Board of Education.
4. If the principal forwards a recommendation for discharge or dismissal of a teacher prior to the end of the contract year to the Superintendent, the teacher shall be notified of this action. A copy of the notice shall be forwarded to the Executive Director of Madison Teachers unless the teacher requests, in writing, that such action not be taken. Should the teacher request that Madison Teachers not be notified, a copy of this request will be sent to the Executive Director of Madison Teachers by an agent of the Board of Education.
5. Upon receipt of this recommendation the Superintendent shall investigate the recommendation and either quash the recommendation or file written charges with the Board of Education at the next meeting of the Board of Education or special meeting called for that purpose following the completion of the investigation. However, charges will be filed no later than twenty-one (21) days from the date of the recommendation by the principal. The Superintendent shall forward a copy of the charges to the staff member by certified mail. A copy of the charges shall be forwarded to the Executive Director of Madison Teachers unless the teacher requests, in writing, that such action not be taken. Should the teacher request that Madison Teachers not be notified, a copy of this request will be sent to the Executive Director of Madison Teachers by an agent of the Board of Education.

The staff member shall have the right to request a hearing before the Board of Education. The request for hearing shall be filed no later than five (5) days following receipt of notice that charges have been filed with the Board of Education.

6. The staff member shall have the right to be represented by counsel, to confront and cross-examine all witnesses against him and the right to present witnesses and evidence in his own behalf at the hearing and Madison Teachers may attend as a party of the proceedings of their own volition.
7. The hearing before the Board of Education shall be closed unless a request for an open hearing is made by the staff member. The Board of Education, may, after the hearing, immediately dismiss, suspend, transfer, reprimand, or quash the charges against the staff member.
8. Madison Teachers, on behalf of the teacher, may appeal an adverse decision by the Board of Education to arbitration as per the grievance procedure set forth in this agreement provided a written request for referral to arbitration is filed with the Board within ten (10) days after receiving the decision of the Board.
9. Both Madison Teachers and the Board may be represented by an attorney.
10. The issue to be determined by the arbitrator^{*} shall be whether the provisions of this section have been violated. If the arbitrator determines the actions of the Board violated the provisions of the section, he shall, in addition to his determination of the issue, grant appropriate relief. The decision of the arbitrator shall be rendered within thirty (30) days of the receipt of the hearing transcript or briefs whichever is later.
11. Copies of the award of the arbitrator shall be submitted to the parties.

IV - Individual Contract - P

P. REDUCTION IN STAFF

1. Seniority

a. Regular or Title Contract Teacher

Seniority except as noted below, within the Madison Metropolitan School District is established by the total years of continuous service as a teacher in the District under regular or title contract with such calculation commencing with the first day for which compensation was paid to the teacher by the District followed by continuous service. An approved leave of absence shall not constitute a break in seniority.

For teachers employed prior to 5/24/77, seniority shall be established by the total years of continuous service as a teacher in the District with such calculation commencing as of the first (1st) day taught followed by continuous service. An approved leave of absence shall not constitute a break in seniority.

For teachers employed prior to 8/1/76, seniority shall be established as of the first (1st) day taught while employed by the District.

b. Temporary contract teachers

Teachers who are newly employed after August 23, 1977 under temporary contract and who subsequently are employed for the school semester immediately following the temporary contract period, under either regular or title contract, shall have their seniority date established commencing the first day compensated under temporary contract. Teachers who are currently employed (1976-77) under temporary contract and who are employed under temporary contract for the first semester of 1977-78, will be considered new employees per the above (IV P 1 b).

c. No teacher shall receive credit toward their seniority based on temporary contract employment except as per IV P 1 (b).

2. Assignment to Surplus Pool.

a) A "surplus teacher" is defined as any teacher presently teaching on a regular full time or regular part time contract who has been declared by their principal to be above staff requirements because of reduced pupil enrollment or substantial change in the instructional program. Surplus declarations shall be made on the following bases:

1) Elementary and Middle Schools

Teachers shall be declared surplus in the inverse order of seniority, as defined above, except where the instructional requirements of the school are disrupted. It is understood that in making the necessary adjustment in assignments within a school after declarations of surplus that prior experience and certification of the remaining school staff will be duly considered.

2) High Schools

Teachers, within a department, shall be declared surplus based upon inverse seniority, as defined above, and certification.

b) When it becomes necessary to declare a teacher(s) surplus, volunteers shall first be requested. If no volunteers are available or if there is an insufficient number of volunteers, then the principal shall declare teacher(s) to be Surplus Teachers in the manner as set forth above. Should a person volunteering to be surplus result in the remaining teachers being uncertified to teach the remaining assignments, the principal shall not be bound to accept the volunteer as surplus.

c) Declarations of surplus must be made by July 1 for the ensuing school year or the fall semester of the ensuing school year and by December 1 for the spring semester of the school year.

d) A surplus teacher shall be re-assigned pursuant to their preference among vacant positions for which they are certificated. Preference for said re-assignment shall be based upon seniority in the Madison Metropolitan School District among those surplus teachers with prior experience in the grade level and/or department and/or program in the available vacancy. Should the teacher have no preferences among the available vacancies, said teacher may be re-assigned in accordance with Section IV-F (Involuntary Transfer) to any position for which they are certificated. Full-time teachers shall not be re-assigned to positions which are less than full time. For teachers holding part-time contracts, every reasonable effort shall be made to re-assign them to positions of at least the same percentage of contract currently held.

e) Any teacher(s) declared surplus under the provisions herein shall be provided written notice of same by the date set forth in (c) above. Notice(s) shall also be sent, on a timely basis, to the Executive Director of Madison Teachers by the Director of Employee Services regarding such declaration of surplus.

3. Layoff

- a) Should it become necessary to reduce the number of teachers employed by the District for the ensuing school year due to a substantial decrease in pupil population within the District, or lack of funding, the Board may release the necessary number of teachers, following the expiration of their individual contract with the Board. However, such action can only be taken via the inverse order of seniority, as defined above, within the instructional level, grade level or subject area. A teacher, who is laid-off as herein set forth shall be permitted to replace (bump) the teacher with the least seniority in a position for which she/he is certificated. Twenty (20%) percent of the positions subject to layoff may be excluded from the layoff procedure in order to accommodate the District's Affirmative Action Program. Such twenty (20%) percent shall not be less than five (5) persons. The latter provision may be implemented at any time the minority population of this Collective Bargaining Unit falls below the community norm.

The Superintendent shall select from among those certificated teachers, with appropriate certification, in relation to the vacancy who have the same Seniority and who are eligible for layoff pursuant to the above.

- b) Recall - Any additional employment by the District following the layoff will be first offered to those previously laid-off in the order of seniority of those on layoff status, should they still wish to resume employment in the Madison Metropolitan School District provided they hold proper certification for the position.
1. An "overload" assignment must first be offered, on the basis of seniority, to those teachers on layoff who hold certification appropriate to teach classes contractually provided for as "overloads".
 2. The District shall have the option, based upon the needs of the District, to increase the percentage of contract of those currently employed under part-time contract or to assign teachers on lay-off under such circumstances.
 3. Of those teachers on layoff status, a full-time teacher may refuse any offer of employment as a teacher with the District at less than a full-time contract and still retain recall rights for future offers of employment. A part-time teacher on layoff may refuse any offer of employment as a teacher with the District on a full-time contract basis and still retain recall rights for future offers of employment. However, a part-time teacher on layoff who refuses any offer of any part-time employment as a teacher with the District forfeits all recall rights for future offers of employment. A full-time teacher on layoff who refuses any offer of any full-time employment as a teacher with the District forfeits all recall rights for future offers of employment.
- c) A teacher, while on lay-off, may, at their option, be placed in the substitute pool.

IV - Individual Contract - Q

Q. RETIREMENT

1. The retirement age for all professional employees of the District is 65 years of age. No assignment or contract is granted to a professional employee for the calendar year of July 1 through June 30 who is 65 years of age as of the preceding June 30. However, the District may authorize said employee in writing to continue in employment for a period or periods of not to exceed one year at a time.
2. Teachers upon retirement from the District shall be permitted to serve as per diem substitutes pursuant to the needs of the District.
3. A retired teacher who is temporarily re-employed on an emergency basis for a period of one semester or longer at the request of the District is compensated at his/her achieved salary level and track.

IV - Individual Contract - R

R. INDIVIDUAL TEACHER CONTRACT

MADISON METROPOLITAN SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
MADISON, WISCONSIN 53703

CERTIFICATED PERSONNEL
NOTICE OF ELECTION

Dated

To:

You are hereby notified that you have been elected by the Board of Education to a position in the public schools of the City of Madison, and at the annual salary rate for the school year as shown below.

School Year	Position	School	Track	Level	Annual Salary Rate
-------------	----------	--------	-------	-------	-----------------------

The annual salary rate* for such position is for a school year of 38.4 weeks of teaching service, payable in 10 equal installments over a period of 40 weeks, or in 12 equal installments over a period of 52 weeks, at the option of the teacher. Such appointment for the school year is subject to the following express conditions: (1) the Board of Education policies, and (2) applicable statutes of the State of Wisconsin. Upon your acceptance of this notice of election such provision shall be express conditions to the contract of employment between yourself and the Board of Education.

BREACH OF CONTRACT may result in dismissal rather than acceptance of resignation.

RESIGNATION should be made in writing to the Director of Employee Services for presentation to the Board of Education at least 30 days before the resignation is to take place.

It is further agreed, that this contract incorporates herein by reference, to have the same effect as if made a part hereof, a current collective bargaining agreement entered into by and between Madison Teachers Incorporated and said Board of Education and is subject to all terms and conditions of such collective bargaining agreement. This contract is also subject to all policies, rules or regulations of said Board of Education now existing, not inconsistent or in conflict with said collective bargaining agreement, and said Board of Education agrees to furnish each building with a written copy of such policies, rules and regulations, in effect as of the signing hereof and also agrees to furnish said teacher with a written copy of the collective bargaining agreement when printed.

Assignment and school are contingent on the school population and instructional program remaining substantially unchanged.

On the attached sheet, at your earliest convenience, please notify the Director of Employee Services of your acceptance or non-acceptance of the position to which you have been elected. By State Statute, 118.22(2), nonreturn of the acceptance portion of this contract shall be considered a resignation if not received on or before April 15 of the current year.

Superintendent of Schools

*The full-time annual salary rate is indicated even though a teacher may be employed on a part-time basis or for a period of less than a full year. Salary is prorated in terms of the amount of time served.

MADISON METROPOLITAN SCHOOL DISTRICT
 Madison, Wisconsin
TEMPORARY CONTRACT
Notice of Election

To _____

You are hereby notified that you have been elected by the Board of Education of the Madison Metropolitan School District to the position of _____ at _____ full-time _____ part-time % for the period of time from _____ to _____. The annual salary rate* for such position is _____ (Track _____ Level _____) for a school year of 38.4 weeks of teaching service, payable in 10 equal installments over a period of 40 weeks, or in 12 equal installments over a period of 52 weeks, at the option of the employee. It is further agreed, that this contract incorporates herein by reference, to have the same effect as if made a part hereof, a current collective bargaining agreement entered into by and between Madison Teachers Incorporated and said Board of Education and is subject to all terms and conditions of such collective bargaining agreement. This contract is also subject to all policies, rules or regulations of said Board of Education now existing, not inconsistent or in conflict with said collective bargaining agreement, and said Board of Education agrees to furnish each building with a written copy of such policies, rules and regulations, in effect as of the signing hereof and also agrees to furnish said teacher with a written copy of the collective bargaining agreement when printed.

BREACH OF CONTRACT may result in dismissal rather than acceptance of resignation.

RESIGNATION should be made in writing to the Employee Services Division for presentation to the Board of Education at least 30 days before the resignation is to take place.

It is expressly understood and agreed that the term of this temporary contract is only for the period of time specified upon it. No claim shall be made or exist for employment beyond the term of this contract.

Assignment and school are contingent on the school population and instructional program remaining substantially unchanged.

The yellow copy should be signed and returned to the Employee Services Division, 545 West Dayton Street, Madison, Wisconsin 53703 by _____, or this notification of election shall expire and be null and void. Retain the original for your records.

Date _____ Superintendent of Schools _____

*The full-time annual salary rate is indicated even though a teacher may be employed on a part-time basis or for a period of less than a full year. Salary is prorated in terms of the amount of time served.

.....

A C C E P T A N C E

I, _____ hereby accept my election by the Board of Education to the position in the public schools in the Madison Metropolitan School District, and at the annual salary rate for the school year as shown above.

I expressly accept all further provisions and conditions contained in this notice of election and said notice of election is made a part of this acceptance.

Name _____
 Madison Address _____
 Home Address _____
 Dated _____

S. INTERN TEACHER, STUDENT TEACHER, AND STUDENT RESIDENT

When a teacher agrees to serve as a cooperating teacher with interns, student teachers, and student residents, it is agreed that such interns, student teachers and student residents shall be exclusively used to supplement and assist teachers in the performance of the teacher's professional duties; therefore no intern, student teacher, or student resident may be assigned a position in the Madison Metropolitan School District unless the supervising teacher has approved the assignment in writing. The principal or his designee shall also sign his acceptance of the intern, student teacher, or student resident. No more than one intern, student teacher, or student resident per semester may be accepted by a teacher, except in physical education. Departments and/or grade levels shall be advised in advance, in writing, of the total number of interns, student teachers, or student residents for which their acceptance will be requested.

1. Pre-resident:

- a. Pre-resident shall serve primarily as observer but will be eligible for such supplementary responsibilities as tutoring small group discussion, etc., as may be directed by the cooperating teacher and in a manner as may be approved by a majority of the Madison Teachers and Board of Education members of the Joint Teacher Training Committee.

2. Student Resident:

The following is a definition of the Student Resident, a description of the cooperating teacher's relationship to the Student Resident, and the confines within which the Student Resident serves in the Madison Metropolitan School District.

- a. A Student Resident is a student teacher from UW-Madison who spends 32 hours per week supplementing and assisting his cooperating teacher in a learning situation.
- b. The term of a Student Resident is one semester based on the University calendar.
- c. On any given day the cooperating teacher is to be absent for participation in projects related to the Student Resident Program and the Student Resident is approved by that cooperating teacher, with approval of the principal pursuant to Board of Education policy, to "substitute" for said cooperating teacher, said Student Resident, where possible, shall be present the entire day to enable proper team/joint planning between the cooperating teacher and the Student Resident. In no case shall the Student Resident be permitted to substitute for reasons other than those contained herein. Exceptions to this may be made by authorization of Madison Teachers and the Board of Education. When the cooperating teacher is ill or absent for reasons other than participation in a Student Resident related program, a certificated substitute must be hired, except as authorized by Madison Teachers and the Board of Education. Administrators shall not direct a Student Resident to substitute for certificated teachers.
- d. Cooperating teachers for the Student Resident Program are selected by the University from teachers in the Madison Metropolitan School District volunteering to be cooperating teachers for the program. However, in no case may a cooperating teacher accept more than one Student Resident per semester.
- e. Student Resident may assume teacher responsibility for a cooperating teacher only under the following conditions:
 - 1) When the cooperating teacher is assisting in the methods class at the UW of appropriate departments sponsoring Student Residents.
 - 2) When the cooperating teacher is teaching a mini course to Student Residents.
 - 3) When the cooperating teacher is attending activities sponsored by University departments involved in the Student Resident Program.

- 4) When the cooperating teacher is engaged in other instructional activities such as planning, counseling or supervision in the Student Resident Program.
 - 5) The activities of the cooperating teacher listed under e. above may not consume more than six school hours (class weeks) per week without approval of Madison Teachers and the Board of Education.
3. A student teacher is normally a person who has not yet received his/her bachelor's degree and who is working toward a degree and teacher certification. They student teach in blocks of approximately 6-8 weeks. Items 2.c. (and 2.d.) above apply to the student teacher. Student teachers may not substitute for their cooperating teacher when the cooperating teacher is absent.
 4. The Madison Metropolitan School District or the UW will furnish liability insurance to fully cover all of the above groups while they are engaged in the role with the Madison Metropolitan School District or while "substituting" for the cooperating teacher as provided herein. The Madison Metropolitan School District agrees they will in no way discipline or dismiss a cooperating teacher for actions by any of the above groups, unless culpable actions are the result of directives from the cooperating teacher or are the result of negligence on the part of the cooperating teacher.
 5. The above programs shall not in any way establish a precedent for other similar programs or for differentiated staffing, and shall not be in and of themselves differentiated staffing, nor will such individuals be used in case of any work stoppage in the Madison Metropolitan School District. Such individuals shall not in any way be considered a part of a school's teacher allocation nor shall they be compensated.

No contract may be issued outside the above specifications without the approval of Madison Teachers or via revision in this Agreement.

The joint UW-MTI-MMSD Teacher Training Committee will continue to study the entire scope of teacher training and its relationship to the Madison Metropolitan School District and this Agreement. The committee shall make any of its recommendations to the agents of MTI and the Board of Education.

IV - Individual Contract - T

T. TEACHERS ON PART-TIME CONTRACTS

1. The provisions of the Agreement concerning issuance of teacher contracts apply to all regular part-time teachers equally unless a provision specifically excludes or qualifies the rights of part-time teachers.
2. Regular part-time teachers who are employed by the Madison Metropolitan School District shall receive their annual contracts in conformity with the terms and conditions of the Agreement.
3. The individual contracts of regular part-time and temporary part-time teachers may be adjusted by the Board within the first 19 school days of the school year as the need for their services is determined by the Board of Education. Revisions after such time may be made with the approval of the individual. The Executive Director of Madison Teachers shall be notified of all adjustments.

IV - Individual Contract - U

U. ASSUMPTION OF OTHER DUTY

1. When the building principal must be out of the building, said principal shall designate a person to be in charge of the building and the operation of the school.
2. Should a teacher be appointed, said teacher shall be given the name of a central office or other administrator who will be available to make any crucial decisions.

V. REPRESENTATION

Teachers shall be entitled to representation by Madison Teachers in any meeting which in the opinion of the administrator affects the teacher's continued employment.

V - Factors Relating to Employment -
Classroom - A

A. ATTENDANCE RECORDING

Teachers shall be required to record the following data:

1. Elementary Schools:
 - a. The teacher shall record daily attendance in both AM and PM for each pupil.
 - b. The teacher shall record pupil attendance on each of the quarterly report cards.
2. Middle and High Schools:
 - a. The teacher shall record daily pupil attendance.

V - Factors Relating to Employment -
Classroom - B

B. CONTROVERSIAL ISSUES

1. In the study of controversial issues, provision is made in the Madison Metropolitan School District for the pupil to study under competent instruction in an atmosphere as free as possible from bias and prejudice.
2. In the teaching of controversial issues in the Madison Metropolitan School District the teacher:
 - a. develops a classroom atmosphere in which pupils feel free to express opinions and to challenge ideas,
 - b. teaches respect for the opinions of others and develops skills of critical thinking,
 - c. chooses suitable instructional materials presenting data on major points of view on issues being discussed,
 - d. demonstrates by his own interpretations and actions rational methods of arriving at decisions,
 - e. maintains at all times a decent respect for the dignity and worth of each individual,
 - f. undertakes the presentation of a controversial issue to pupils only after careful study and planning,
 - g. confers with the principal or staff specialist if there is doubt regarding the appropriateness of discussing a controversial issue,
 - h. determines whether or not an issue raised by pupils is to be considered at the moment it arises,
 - i. guides discussion toward constructive courses of action available within our framework of values,
 - j. keeps in mind his position as moderator and participant in the classroom forum, and
 - k. withholds the expression of his own opinion unless he is asked a direct question.

3. The School Administrator shall:

- a. Be informed by a teacher that the teacher plans to invite a resource person into the school.
- b. The school administration will decide whether the resource person will be allowed to speak in the school as proposed.
- c. Should the school administration decide in the negative and if the teacher disagrees with such decision the teacher may appeal the issue to the Board of Education which shall determine whether the person will be allowed to speak as proposed. The Board shall make its decision at the next regular Board meeting after the receipt of the appeal.
- d. Any complaints received shall be handled by the school administrator.

V - Factors Relating to Employment -
Classroom - C

C. FIELD TRIPS, EXTRACURRICULAR ACTIVITIES, TRANSPORTATION

1. A field trip or excursion shall be scheduled and planned to provide pupils with an educational experience that is an extension of the classroom and an integral part of the educational program.
2. In order to relieve teachers and parents of legal or moral liability in case of accident, common carrier is the approved transportation for a field trip.
 - a. Free transportation provided by the institution to be visited is disapproved.
3. A field trip for elementary pupils is restricted as follows:
 - a. A field trip that requires overnight accommodations is not permitted except for camping and outdoor workshop programs approved by the principal.
 - b. A field trip beyond a 100 mile radius of Madison is not permitted.
 - c. Exception to restrictions may be made by the Board of Education upon recommendation of the Superintendent.
4. Field trips, extracurricular activities and transportation are scheduled and supervised by the teacher. The above must be authorized by the principal.
5. A field trip is financed by the individual school, by parents, or by the Board of Education.
6. School buses under school district transportation contract are field trip carriers when feasible.

V - Factors Relating to Employment -
Classroom - D

D. CLASS SIZE

1. The minimum enrollment for a class is fifteen (15) pupils, the Superintendent of Schools may approve a class of less than fifteen (15) pupils when economic and educational implications warrant such approval.
2. Wherever feasible under the circumstances (e.g., availability of staff and facilities) in elementary, middle and high schools, the following standards are recommended for classes (excluding music, physical education, etc.):
 - a. No class should have more than thirty (30) pupils.
 - b. Classes containing concentrations of disadvantaged pupils should be reduced to a number which permits optimum learning opportunities for such pupils.
 - c. No teacher should be assigned the class responsibility regardless of the size of his classes, for more than 135 pupils.

The administration will deliver the initial and 14th day enrollment to Madison Teachers on a timely basis after receipt by the administration of same.

Charges of violation of paragraph 2 may be called to the attention of a committee which shall consist of 6 members, 3 appointed by the Superintendent of Schools and 3 by the President of Madison Teachers Incorporated. Charges shall be sent to the designated co-chairpersons and to the Superintendent or his designee. The committee shall then meet within five (5) days from their receipt of the aforementioned charge of violation and report their findings and recommendations, within ten (10) days of the date of their meeting, to the Superintendent with a copy to the Executive Director of Madison Teachers. If a solution is mutually acceptable, the Superintendent shall so order the solution. The five (5) day limit may be extended by stipulation of the parties. Should the committee fail to agree, the study and findings by the committee shall be appealable to the Board of Education and arbitration in accordance with the grievance procedure set forth herein.

The following paragraphs apply to "Mainstreaming":

- a. Students defined as handicapped, i.e., students assigned to Special Education classes on a part-time or full-time basis, will be reintegrated into regular classes when, in the opinion of the Special Education teacher, the principal and the Area Coordinator of Special Education such student would profit from such reintegration.
- b. If after such reintegration it becomes the opinion of the teacher in whose class the student was reintegrated that the presence of that student in that class constitutes a "substantial additional burden" that teacher may notify the principal of that school and ask for relief or assistance. The teacher, if the teacher so desires, may be accompanied and represented by a representative of Madison Teachers throughout the process set forth in Paragraph (4). The principal in cooperation with the Area Coordinator of Special Education, will examine the circumstances of the classroom and they will determine if:
 - 1) A substantial additional burden does exist, and
 - 2) If it does exist, the procedures to remedy the circumstances.
- c. If the teacher disagrees with either the decision in 1 above or the remedy in 2 above, the teacher may appeal to the Area Director. The Area Director, in cooperation with the Director of Special Education, will examine the situation to determine if:
 - 1) A substantial additional burden does exist, and
 - 2) If such a substantial additional burden does exist, will indicate the remedies.

The determinations made in 1 and 2 above will be written out by the Director of Special Education/Area Director and provided to the teacher involved. This written material will include a rationale for the decision, a description of the steps taken to arrive at the decision and, if appropriate, a description of the procedures to be taken to remedy the situation. The joint decision of the Area Director and the Director of Special Education will be final.

d. Mainstreaming Committee.

- 1) A committee shall be established by the Superintendent which committee shall include teachers, a representative of Madison Teachers Incorporated and other appropriate personnel to make recommendations to the Director of Special Education concerning a variety of courses on the various factors with which teachers should become familiar regarding mainstreaming. Same shall be made available as soon as feasible.
- 2) The Director of Special Education shall design criteria for use in inservice days of which the purpose will be to broaden the background of the teachers in understanding and working with the exceptional child.

5. Instructional Material Staffing

- a. Wherever feasible (as determined by the Board of Education) and consistent with the needs of the instructional program of the school, the following standards are recommended:

- 1) Every instructional materials center (IMC) shall be staffed by a full-time certificated librarian.
- 2) On the high school and middle school levels additional library staff may be assigned as needed.
- 3) One audio-visual specialist may be allocated for each middle and high school.

Violations of the above mentioned standards may be called to the attention of the MTI-BOE Joint Committee on Class Size as per Section 3 of this provision.

- b. IMC staff of each school shall regularly conduct an evaluation of the program and service in that school. A report of that evaluation shall be submitted to the principal.

V - Factors Relating to Employment -
Classroom - E

E. TEXTBOOK ADOPTION

No textbook will be adopted unless such has been recommended by a committee of teachers elected by the appropriate grade level and/or school and/or area teachers with whom they work.

V - Factors Relating to Employment -
Classroom - F

F. SUPERVISION OF ELEMENTARY PLAYGROUNDS

1. School grounds are supervised by school personnel fifteen minutes before classes convene in the morning, during the school day when pupils are participating in a scheduled school activity, and until school is officially dismissed.
2. Pupils are not to be on the school grounds prior to the designated and supervised period in the morning; pupils are to leave the school grounds immediately upon dismissal in the afternoon unless participating in a teacher supervised activity.
3. Elementary teachers shall not be required as part of their regular teaching duties to supervise playground activity during the noon lunch period and more particularly during that period fifteen minutes before school opens at noon, except as provided in Article V, Paragraph N hereof (Duty Free Lunch).

V - Factors Relating to Employment -
Classroom - G

G. ACCIDENT REPORTS

1. A report of each accident, however slight, is filed by the principal or employee in authority at the time of the accident.
2. Reports are filed for pupil, employee, and non-employee accidents.
3. An accident is reported that occurs:
 - a. on school premises, or
 - b. at a school sponsored function off school premises, or
 - c. on the way to and from school.

V - Factors Relating to Employment -
Classroom - H

H. USE OF PHYSICAL FORCE

1. The Board of Education does not condone the use of physical force when dealing with pupils; however, the Board of Education recognizes that it may be necessary for school personnel to use reasonable and appropriate physical force to prevent a breakdown of discipline or to stop a continuing breach of discipline by pupils.
2. School discipline is the guidance of the conduct of pupils in a way which permits the orderly and efficient operation of the school.
3. The areas in which disciplinary control of pupils is exercised are:
 - a. while on school premises,
 - b. while in proximity to school premises,
 - c. while going to and from school,
 - d. while on school buses, and
 - e. while engaged in school related activities.
4. Physical force is used only after other means for preventing a breach of discipline or stopping the continuance thereof have been ineffective.
5. In determining what is reasonable and appropriate with respect to the use of physical force, all circumstances surrounding the given situation are taken into consideration--such as age, sex, previous history, and maturity of the pupil, and the seriousness of the breach of discipline.
6. Physical punishment is not to be used in relation to any breach of discipline which has been completed. Action taken after the completion of a breach of discipline may be conference, referral, suspension, court action, expulsion, or exemption.
7. The teacher reports use of physical force to the principal; the principal reports use of physical force to the appropriate Area Director.
8. The Board of Education will support the action of any teacher, custodian, supervisor or administrator which is within the scope necessary to prevent disruption of any function of the school system.

V - Factors Relating to Employment -
Classroom - I

I. TEACHER MAILBOX

1. The only materials which may be placed in a teacher's mailbox are:
 - a. Official school communications
 - b. materials of noncommercial and nonpartisan political nature placed by representatives of Madison Teachers
 - c. other materials authorized by the Board of Education
 - d. U.S. mail
2. A copy of all publications mailed shall be sent to the Superintendent of Schools.

V - Factors Relating to Employment -
Classroom - J

J. SOLICITATION OF TEACHERS

1. Solicitation of teachers by any organization is not permitted in the schools; exception is made for:
 - a. United Givers Fund
 - b. Red Cross
 - c. Blood Bank
 - d. U.S. Savings Bonds
 - e. Madison Teachers Incorporated
 - f. Parent Teachers Association

K. CLASS COVERING

1. When it is necessary or desirable to have a teacher cover a class assignment to permit another scheduled teacher to be absent for one or two hours, arrangements may be made as follows:
 - a. If the teacher requests such temporary substitute service and the principal or supervisor agrees that it is desirable, it is the teacher's responsibility to arrange the time with other teachers subject to the principal's or supervisor's agreement.
 - b. If the administration requests such temporary absence from assignment, it is the principal's or supervisor's responsibility to procure a paid substitute teacher with no time loss to the teachers excused or to make inter-staff arrangements as needed and with no time loss to the teacher excused.
2. Regular teachers substituting pursuant to #1 (b) above shall be paid at the rate of \$5.60 per hour.
3. Unusual circumstances involving situations not governed by Item 1 (a) or (b) will be given special consideration.
4. However, under no circumstances will a teacher be required to cover a class and/or accept the responsibility for students of an absent teacher, except as provided herein.

L. SCHOOL DAY

1. The length of the teacher day is as follows:
 - a. A teacher is to be at school a reasonable amount of time before classes convene for the day.
 - b. A teacher is to be in his assigned building continuously when school is in session unless excused by the principal.
 - c. The school day for an elementary school teacher terminates one-half hour after classes terminate.
 - d. The school day for a secondary school teacher terminates at 4:00 p.m.
 - e. A teacher is to be out of the building by 5:00 p.m. unless special arrangement has been made with the principal.

M. HOURS OF SCHOOL

1. Elementary
 - a. The school day for all elementary school teachers shall be determined as starting 15 minutes before school is scheduled to begin, and terminate 30 minutes following the close of school.
 - b. Special education teachers shall be governed by such hours as the principal shall file with the Director of Special Education concerning their special duties in relation to the normal operation of the school.
 - c. Elementary principals, in setting student hours, shall conform to the following standards on minutes of the teacher's responsibility with students.

Grades	Monday	Tuesday through Friday
K	255	310
1,2	255	310
3,4	270	340
5	270	350

The school principal and faculty may adjust the beginning and ending time of the regular school day to meet the needs of the community; however, the total number of minutes per day as listed above shall be maintained.

Elementary principals shall establish all elementary school teachers' hours as conforming to the 5th grade schedule with the teachers' day commencing 15 minutes prior to the 5th grade and terminating 30 minutes following the time of the 5th grade dismissal as per Tuesday through Friday above. Principals shall schedule each teacher's entire class into their special classes whenever possible to provide the classroom teachers additional planning time.

The Monday early dismissal time may be used, at the option of the teachers, for parent-teacher conferences, elementary teacher planning, and staff development (inservice); and the monthly staff meeting when the principal deems such meeting necessary. Staff members shall be required to attend such meeting. Such meetings should conclude by the end of the regular school day.

Kindergarten teachers will be provided one (1) hour released time for each four (4) kindergarten pupils, or major fraction thereof. Such time shall be used for the purpose of conducting parent-teacher conferences. The early Monday afternoon dismissal will fulfill the afternoon required released time.

2. Senior and Middle

- a. Middle and Senior High School hours are 8:00 - 4:00. Schools may make adjustment to these times, but the total time shall be maintained. Lunch hours will vary from school to school and Middle and Senior High staff meetings are governed by the rules outlined above.
- b. School may be dismissed in middle and high schools one hour prior to the dismissal of students during the regular school day for the purpose of staff development in the middle and high school and parent-teacher conferences in the middle school. The Area Director must approve such early dismissal. Staff members shall be required to attend such meetings. Such meetings should conclude by the end of the regular school day.

It is further agreed that the Madison Metropolitan School District will continue to follow the 1973-74 Contract terms relative to "Hours of School" and "Parent-Teacher Conferences" should the 13 standards developed as Department of Public Instruction Administrative Code to implement Chapter 90 of the Wisconsin Statutes be inoperative.

V - Factors Relating to Employment - Classroom - N

N. DUTY FREE LUNCH

1. All members of the professional staff shall be provided with a daily duty-free lunch period of at least 30 continuous minutes.
2. The principals of the schools shall seek to employ adequate and responsible lay personnel to supervise the lunch period.
3. If it is not possible to employ such adequate and responsible lay personnel, and if individual teachers employed at the school do not volunteer to serve in a supervisory capacity during the noon lunch period, then -
 - a. The principal shall declare a condition of emergency and shall appeal to the Area Director for relief.
 - b. The Area Director, in consort with the Superintendent of Schools, shall review the problem and in no less than five school days shall seek solutions in meetings with the Executive Director of Madison Teachers, school staff and the principal.
 - c. If, in the opinion of the Superintendent, following this review no solution can be reached, then, the Superintendent shall have the authority to order the principal to assign all teachers employed in the school to serve lunch duty on a rotating basis.
 - d. Such lunch duty shall be compensated for at the agreed upon rate and shall not replace the guaranteed 1/2 hour duty-free lunch. (Payment will be computed in 1/2 hour lots.)

V - Factors Relating to Employment -
Classroom - 0

O. SCHOOL CALENDAR

1. The school year shall be 192 days (38.4 weeks) and is delineated for teachers in their first year in Madison as follows:
 - a. Required attendance days for teachers during the first year of employment 186 days
 - b. Paid WEAC and SWEIO Convention days (Attendance at the WEAC and SWEIO Convention is permitted if not changed by the Master Agreement. Should a teacher not choose to attend such convention(s) the teacher is assigned to his/her school for these three days) 3 days
 - c. Paid legal holidays that do not fall in a scheduled vacation period (Labor Day, Thanksgiving Day and Memorial Day) 3 days

TOTAL 192 days
2. Teachers beyond their first year of employment in Madison have 183 days of required attendance to which the 3 paid convention, 3 paid legal holidays and 3 voluntary days are added, totalling 192 paid days. The paid voluntary attendance days are defined as the days shown as "new teachers" day in the appended daily calendar.
3. The distribution and identification of the required attendance days is outlined in the calendar. Special inservice days, parent teacher conferences, exam schedules, recording days, and/or other special days, are included in the 192 days total and are announced by building principals acting under guidelines established by the Superintendent of Schools, or as dictated by this Collective Bargaining Agreement between the Board of Education and Madison Teachers Incorporated.
 - a. The schedule of the first three days of school is as follows:
 - 1) A.M. Kindergarten will be dismissed one hour early.
 - 2) Grades K-5 will operate on a regular Monday schedule. This provides for a one-hour early dismissal in the afternoon.
 - 3) Lunch will be served in all schools.
 - 4) The regular time schedule will be assumed the third day.
 - 5) Full day schedules will be in effect in Middle and High Schools.
 - b. The last Friday afternoon of the first semester and the last morning of the final calendar day of the second semester are utilized for recording and reporting days by the teacher. Students are not present during these sessions.
4. In the elementary schools, pupils will receive their grade cards on the first day of the second semester and the final afternoon of the last calendar day of the second semester. In both the elementary schools and those schools which send grade reports by mail, teachers are expected to be in full attendance on the days outlined above.
5. Two snow days shall be added to the School Calendar. These days will be used in the event inclement weather requires that school be closed.
6. Snow Days
 - a. School closing
 - 1) Should it become necessary for the Board of Education or its authorized agent to close school due to snow, such notice shall be delivered prior to 6:30 a.m. to those in the bargaining unit over all radio stations whose broadcast studios are located within the city limits of the City of Madison.

- 2) Teachers shall be compensated for such day in their regular monthly payroll check. However, school may be extended an equal number of such days, to a maximum of two, prior to school closing for the year, provided such day(s) are required under the Wisconsin Statutes.

b. School opening delayed

- 1) Should the opening of school be delayed due to snow, the members of the Collective Bargaining Unit shall be notified pursuant to item 6a. above as to the time they are expected to report.

V - Factors Relating to Employment
Classroom - 0

SCHOOL CALENDAR 1977-78

AUGUST (JNT) (AS) (3)					SEPTEMBER (21)					OCTOBER (19)				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
	NT	NT	NT	AS				1	2	3	4	5	6	7
	23	24	25	26	H5	6	7	8	9	10	11	12	13	14
(29	30	31			12	13	14	15	16	17	18	19	20	21
					19	20	21	22	23	24	25	26	C27	C28
					26	27	28	29	30	31				
NOVEMBER (20)					DECEMBER (17)					JANUARY (17)				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
	1	2	3	4				1	2	V2	V3	V4	V5	V6
7	8	9	10	11	5	6	7	8	9	9	10	11	12	13
14	15	16	17	18	12	13	14	15	16	16	17	18	19	20
21	22	23	H24	V25	19	20	21	22	23	(23	24	25	26	27
28	29	30			V26	V27	V28	V29	V30	30	31			
FEBRUARY (19)					MARCH (17)					APRIL (20)				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
		1	2	3			1	2	3	3	4	5	6	7
6	7	8	9	10	6	7	8	9	10	10	11	12	13	14
13	14	15	16	17	13	14	15	16	17	17	18	19	20	21
20	21	22	23	C24*	20	21	22	23	V24	24	25	26	27	28
27	28				V27	V28	V29	V30	V31					
MAY (22)					JUNE (7)									
M	T	W	TH	F	M	T	W	TH	F					
1	2	3	4	5				1	2					
8	9	10	11	12	5	6	7	8	9					
15	16	17	18	19	[12][13]									
22	23	24	25	26										
H29	30	31												

HOLIDAYS-CONVENTION DAYS			First Semester	90 days
September 5	Labor Day		Second Semester	92 days
October 27 & 28	WEAC Convention		New Teachers:	
November 24	Thanksgiving		Required Attendance	186 days
February 24	SWEIO Convention*		Paid Conventions	3 days
May 29	Memorial Day*		Paid Holidays	3 days
				192 days
SYMBOLS: NT - New Teachers			Other Staff:	
AS - All Staff			Required Attendance	183 days
H - Holiday			Paid Conventions	3 days
V - Vacation Days (Non-Paid)			Paid Holidays	3 days
C - Convention			New Teacher-Optional	3 days
(- Beginning of Semester				192 days
) - End of Semester				
[] - Contingency Days - For use				
only if school would be closed				
due to inclement weather (snow).				

NOTE: There will be one inservice/staff development day each semester.

*February 24 and May 29 are tentative dates.

SCHOOL CALENDAR 1978-79*

AUGUST (3NT) (1AS) (4)					SEPTEMBER (20)					OCTOBER (20)				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
	NT	NT	NT	AS					1	2	3	4	5	6
	22	23	24	25	H4	5	6	7	8	9	10	11	12	13
(28	29	30	31		11	12	13	14	15	16	17	18	19	20
					18	19	20	21	22	23	24	25	C26	C27
					25	26	27	28	29	30	31			
NOVEMBER (20)					DECEMBER (16)					JANUARY (18)				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
		1	2	3					1	V1	V2	V3	V4	V5
6	7	8	9	10	4	5	6	7	8	8	9	10	11	12
13	14	15	16	17	11	12	13	14	15	15	16	17	18	19)
20	21	22	H23	V24	18	19	20	21	22	(22	23	24	25	26
27	28	29	30		V25	V26	V27	V28	V29	29	30	31		
FEBRUARY (19)					MARCH (22)					APRIL (15)				
M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F
			1	2				1	2	2	3	4	5	6
5	6	7	8	9	5	6	7	8	9	9	10	11	12	V13
12	13	14	15	16	12	13	14	15	16	V16	V17	V18	V19	V20
19	20	21	22	C23	19	20	21	22	23	23	24	25	26	27
26	27	28			26	27	28	29	30	30				
MAY (22)					JUNE (6)									
M	T	W	TH	F	M	T	W	TH	F					
	1	2	3	4					1					
7	8	9	10	11	4	5	6	7	8)					
14	15	16	17	18	[11][12]									
21	22	23	24	25										
H28	29	30	31											

HOLIDAYS-CONVENTION DAYS

First Semester 90 days
Second Semester 92 days

September 4 Labor Day
October 26 & 27 WEAC Convention
November 23 Thanksgiving
February 23 SWELO Convention
May 28 Memorial Day

New Teachers:
Required Attendance 186 days
Paid Conventions 3 days
Paid Holidays 3 days
192 days

SYMBOLS: NT - New Teachers

AS - All Staff

H - Holiday

V - Vacation Days (Non-Paid)

C - Convention

(- Beginning of Semester

) - End of Semester

[] - Contingency Days - For use only if school would be closed due to inclement weather (snow).

Other Staff:

Required Attendance 183 days
Paid Conventions 3 days
Paid Holidays 3 days
Voluntary Days 3 days
192 days

1978-79 - There will be one inservice/staff development day each semester.

*It is agreed and understood by the parties hereto that the portion of the 1977-78 school calendar which extends beyond midnight, October 15, 1978, is only tentatively agreed upon and is included herein for the convenience of the parties and those affected by the school calendar. Such portion of the school calendar as designated in this paragraph is not binding on either of the parties to this Agreement.

P. PARENT-TEACHER CONFERENCE

Elementary School

1. There shall be at least one parent-teacher conference held each year by teachers in the elementary schools.
2. A uniform Conference Cumulative Record form is adopted and is enclosed. No other forms shall be required of teachers.
3. The conferences will be held in lieu of report cards for the report periods in which they are held.

Middle School

1. There shall be at least one regularly scheduled parent-teacher conference per year.
2. Said conference or conferences shall, under normal conditions, be scheduled within the school day. Should a parent be unable to be present during the specified time and the teacher agrees to hold the conference in the evening, said teacher shall be granted compensatory time to be taken at a time approved by the principal.

Madison Elementary Schools
PARENT-TEACHER CONFERENCE CUMULATIVE RECORD

Pupil _____

1st Semester

2nd Semester

KINDERGARTEN	<p>present: Teacher _____ Mother _____ Father _____</p>	<p>present: Teacher _____ Mother _____ Father _____</p>
	<p>present: Teacher _____ Mother _____ Father _____</p>	<p>present: Teacher _____ Mother _____ Father _____</p>
	<p>present: Teacher _____ Mother _____ Father _____</p>	<p>present: Teacher _____ Mother _____ Father _____</p>
GRADE ONE		
GRADE TWO		

1st Semester

2nd Semester

GRADE THREE

present:
Teacher _____ Mother _____
Father _____

present:
Teacher _____ Mother _____
Father _____

GRADE FOUR

present:
Teacher _____ Mother _____
Father _____

present:
Teacher _____ Mother _____
Father _____

GRADE FIVE

present:
Teacher _____ Mother _____
Father _____

present:
Teacher _____ Mother _____
Father _____

GRADE SIX

present:
Teacher _____ Mother _____
Father _____

present:
Teacher _____ Mother _____
Father _____

V - Factors Relating to Employment -
Classroom - Q

Q. COLLECTION OF MONEY

1. Whenever feasible, a teacher is not assigned to the collection of and accounting for money brought or sent to the school for any reason.

V - Factors Relating to Employment
Classroom - R

R. SPECIAL TEACHERS IN KINDERGARTEN

1. It shall be the policy of the Board of Education within the limitations of budget to provide additional staff in the special subject fields (art, music, physical education) in order that these special teachers may be used to supplement the kindergarten curriculum.

V - Factors Relating to Employment -
Classroom - S

S. DISRUPTIVE BEHAVIOR

1. The President of Madison Teachers and the Superintendent of Schools shall each appoint three representatives to a Joint Committee on Disruptive Behavior.
2. The Joint Committee shall then study all aspects of the problem of disruptive behavior by pupils in the Madison Metropolitan School District and shall analyze applicable aspects of the Wisconsin Statutes to determine the obligations of the District in providing the necessary assistance to correct such behavior, and to explore the avenues available to the District in developing methods to deal with such behavior.
3. The Joint Committee shall have available to it resources such as continual involvement on the Social Agency Coordinating Committee, so long as committee is in existence, as well as other resources determined necessary by the Committee.
4. The Joint Committee shall report to the negotiation teams of Madison Teachers Incorporated and the Board of Education its findings and recommendations for inclusion in the Collective Bargaining Agreement and/or Board of Education Policy not later than October 15, 1976. Bargaining will commence at the time such report is submitted. Such provisions shall become effective when they are agreed upon.
5. Until such time as other criteria is agreed upon for inclusion in the Collective Bargaining Agreement in this regard, the District shall make available to teachers the Disturbing Behavior Referral Form for use in seeking assistance for pupils exhibiting disruptive behavior.

V - Factors Relating to Employment -
Classroom - T

T. EMERGENCY SITUATION

1. Teachers shall report suspicious object(s) or person(s) to the Principal or his designee.
2. Teachers shall not be required to search for suspicious object(s) or person(s).

V - Factors Relating to Employment -
Classroom - U

U. PLANNING TIME

Effective August 1, 1976, in addition to the hour of planning time provided by early dismissal on Mondays, all full-time elementary teachers and all full-time Special Education Services teachers assigned to elementary and middle schools shall have one hour per day of planning time on Tuesday through Fridays within the established school day for teachers. Such planning hour shall be scheduled in at least one-half hour lots.

It shall not be a violation of this provision if a teacher loses planning time due to schedule changes made necessary by reason of emergencies or has voluntarily surrendered such planning time.

VI - Factors - Personal - A

A. ABSENCE ALLOWANCE

1. No deduction of salary is made for absence for the following reasons:
 - a. Death in the immediate family not to exceed five school days per year for each death in the immediate family; immediate family interpretation for this subsection shall be limited to the following relatives of the employee or his spouse:
 - 1) Father or Mother
 - 2) Husband or Wife
 - 3) Child (including foster and step child)
 - 4) Son or Daughter-in-law
 - 5) Brother or Sister
 - 6) Brother or Sister-in-law
 - 7) Grandfather or Grandmother
 - 8) Grandfather or Grandmother-in-law
 - 9) Aunt or Uncle
 - 10) Aunt or Uncle-in-law
 - 11) First Cousin

Any other absence for funeral leave must be approved by the Superintendent of Schools. In the absence of such approval, pay will be deducted.

- b. Attendance required by an officer of a court (and/or summoning of a governmental agency such as Internal Revenue or the draft board). Teachers who are required to serve on jury duty shall receive full pay from the MMSD during the period of such service. Such teacher shall, however, remit to the Board of Education an amount equal to the compensation received for jury duty upon receipt of same.
 - c. Severe illness in the immediate family requiring the presence of the teacher not to exceed five days in any school year; immediate family interpretation of this subsection shall be limited to the following relatives of the employee:
 - 1) Husband or Wife
 - 2) Child (including foster and step child)
 - 3) Son or Daughter-in-law
 - 4) Father or Mother of employee or spouse
 - 5) Brother or Sister
 - 6) Brother or Sister-in-law
 - 7) Grandmother or Grandfather
 - d. Personal illness leave not to exceed ten days in any school year, except as provided in (2) below.
 - e. Absences not covered in items a. through d. may be approved by the Board of Education on recommendation of the Superintendent of Schools.
 - f. Personal leave

Five personal leave days shall be permissible as follows:

- 1) Teaching personnel will be permitted to be absent from school responsibilities for any purpose without pay. Such absence will be in at least one half ($\frac{1}{2}$) day increments and shall be for a reason which necessarily cannot be met outside the school day.

The teacher will be expected to notify the school principal at least three (3) days prior to such absence.

Personal leave will not be granted during the first or last two weeks of any semester except under extenuating circumstances which may be approved by the Superintendent.

- 2) Teaching personnel will be permitted to be absent for two days per year from school responsibilities for certain purposes without loss of compensation. The purposes will be defined basically as legal reasons, i.e., adoption proceedings, settlement of wills, certain court actions, real estate closings. The teacher will be expected to notify the school principal at least three days prior to such absence. The teacher will be expected to be absent only as long as necessary and the school principal will provide class covering as determined by the principal. Any legal leave taken by a teacher will be deducted from the amount of unpaid personal leave available to him/her in any given year.
2. Personal illness leave shall accumulate to the credit of the teacher and may be used in case of personal illness to extend the ten day period provided that the number of days which may so accumulate does not exceed 180 days. In accumulating personal illness leave at the end of each school year, all absences except absences for a total of 2 days under b above and/or for death of mother, father, sister, brother, child or spouse, shall be deducted from the ten day personal illness allowance and remaining personal illness days shall be added to any previously accumulated days on file.
 - a. The ten day yearly personal illness leave allowance is available at the start of the school year, but it is prorated if the teacher resigns before the end of the school year or is employed after the school year begins or uses available personal illness leave allowance during the school year as follows:
 - 1) Each of the ten months from September through June equals one day.
 - 2) Service for one-half month or more is granted one day personal illness leave.
 - 3) Service for one-fourth to one-half month is granted one-half day personal illness leave.
 3. A teacher earns personal illness leave allowance during a period of personal illness, however, this is subject to the maximum personal illness leave in force.
 4. No deduction shall be made from any previously accumulated sick leave for any of the absences covered in Part 1 for causes other than personal illness. Absences for personal illness in excess of 10 days per year will be granted out of accumulated personal illness leave.
 5. Staff members employed to teach in the six weeks summer school sessions will be granted one day sick leave. This shall be cumulative with their regular sick leave. These teachers may also use sick leave accumulated during the regular school term during the summer school session. However, a day of sick leave during the summer session shall consume a full day of accumulated sick leave. No other summer employment qualifies for sick leave benefits.
 6. By October 3rd, the Board of Education shall provide each teacher with written notification of his accumulated personal illness leave as of the end of the prior school year.

VI - Factors - Personal - B

B. LEAVES AND ABSENCES: ILL HEALTH--ADVANCED STUDY--TEACHER EXCHANGE

1. A leave of absence may be granted to a member of the professional staff for:
 - a. Ill health
 - b. Continuous advanced study
 - c. Home and Foreign Teacher Exchange
 - d. Other reasons approved by the Board of Education

2. At least three years of continuous employment in the Madison Metropolitan School District immediately prior to a request for a leave of absence is a prerequisite for approval of a leave of absence.
3. A request for a leave of absence is made in writing to the Director of Employee Services for his approval; a disapproved request may be appealed to the Superintendent of Schools and the Board of Education.
4. An extension of a leave of absence is made in writing to the Director of Employee Services and must be approved by the Superintendent of Schools.
 - a. An extension of a leave of absence granted for illness is approved providing a written statement of a physician confirming the continuing illness is filed in the office of the Director of Employee Services.
5. A leave of absence may be granted for teacher exchange in cities of similar size in the United States or abroad; exchange teachers are compensated by the educational agency with whom the teacher is under contract.
6. A leave may be granted for teaching in a foreign country or in American Dependency Schools.
 - a. The teacher is granted only two such leaves with an interval of at least five years between the two leaves.
 - b. The Madison School District does not pay the salary of the teacher during the granted leave.
7. A teacher on leave of absence for illness may be paid unused accumulated personal illness leave salary during such leave.
8. The year leave of absence is not credited as a year of experience on the salary schedule.
9. The teacher on leave without pay may continue insurance benefits provided via this Agreement if premiums for such coverage are paid monthly in advance by the teacher to the Madison Metropolitan School District.

The Board shall continue to pay such premiums on insurance provided via this Agreement for the teacher who is drawing compensation via current and/or accumulated personal illness leave.
10. Teachers on temporary contract may be granted such leave(s), however, such leaves may not extend beyond the date of the expiration of the temporary contract.

VI - Factors - Personal - C

C. ACCIDENT LEAVE/WORKER'S COMPENSATION

1. If a certified employee of the Board of Education becomes entitled to worker's compensation pursuant to Chapter 102 of the Wisconsin Statutes, the Board of Education continues to pay the employee's full salary during the period of disability, whether or not such period extends beyond the employee's term of employment, up to a maximum of 180 teaching days; however, such payment of full salary shall be reduced by an amount equal to the amounts paid to the employee as worker's compensation.
2. If a worker's compensation claim is contested, the Board of Education continues to pay the employee's full salary during the period of disability up to a maximum of the number of teaching days following the date of the accident equal to the number of sick leave days then accumulated by such employee providing the employee files a written request for such payment with the Board of Education. When the contested claim is settled in favor of the employee, the provisions of the preceding paragraph are retroactively applicable and the number of sick leave days consumed is restored to the credit of the employee.

D. MILITARY LEAVE

1. A military leave of absence is granted to the teacher for induction into or voluntary enlistment into the armed forces by filing a request for such a leave in writing in the office of the Division of Employee Services.
2. Each approved year of military leave of absence is credited as a year of teaching experience on salary schedule.
3. The teacher retains accumulated personal illness leave but does not accumulate additional personal illness days.
4. Upon return from military leave the teacher is assigned to his/her former assignment or a position of like status providing he is qualified for said assignment.
5. The teacher must indicate his/her intention for reemployment within six months of his/her armed forces termination date; if the teacher is hospitalized for a service-connected disability during the six month period, he/she must indicate his/her intention for reemployment within six months of the hospitalization release date.
6. The teacher retains his right to continue insurance protection provided by insurance programs sponsored by the Board of Education, providing the teacher maintains the premiums required by such insurance.
7. The aforementioned provisions shall also apply to teachers for service in the Peace Corps or VISTA.
8. Teachers on temporary contract may be granted such leave(s), however, such leaves may not extend beyond the date of the expiration of the temporary contract.

E. ABSENCE REQUIRED BY PREGNANCY
AND MATERNITY LEAVE

1. Pregnancy will be treated as any other temporary medical disability in accordance with the Federal Civil Rights Act of 1964, as amended, and Subchapter II, Chapter III, Wisconsin Statutes. Thus a teacher may, with her doctor's consent, teach as long as she is physically and emotionally capable of performing her professional duties. The teacher shall provide the Director of Employee Services and the principal a physician's statement as to the anticipated date of birth of the child and projected period of temporary disability. Such form, furnished by the Director of Employee Services, is entitled "Physician's Pregnancy Confirmation". A teacher absent for such disability is expected to return to her professional duties when medically capable of returning. For the period the teacher is considered by her physician to be temporarily disabled due to pregnancy said teacher shall be entitled to receive, at her option, compensation and fringe benefits in accordance with the Agreement until said teacher's current and accumulated personal illness leave has been exhausted.
2. A teacher if requesting a leave of absence in conjunction with such pregnancy leave shall submit such request, in writing, to the Director of Employee Services.
 - a. Teachers whose delivery is scheduled to occur after 6/15, but prior to 10/15, shall be granted a minimum of the 1st semester of the then current school year as a leave of absence.
 - b. Teachers whose delivery is scheduled to occur after 10/15, but prior to 3/15, shall be granted both semesters of the current school year as a leave of absence; at teacher's request leave shall be for one semester.
 - c. Teachers whose delivery is scheduled to occur after 3/15, but prior to 6/15, shall be granted the second semester of the then current school year as a leave of absence.

Requests for extensions of such leave may be denied by the Director of Employee Services. Denial of such a request for an extension of such a leave, may be appealed to arbitration pursuant to the Grievance Procedure as set forth in the Collective Bargaining Agreement.

3. Teachers on temporary contract may be granted such leave(s), however, such leaves may not extend beyond the date of the expiration of the temporary contract.

F. SABBATICAL LEAVE

1. The Board of Education budgets \$30,000 for sabbatical leaves for nonsupervisory, certificated personnel for the purpose of advanced study and research.
2. Certificated personnel shall have served at least five consecutive years in the Madison schools in order to establish service eligibility for sabbatical leave.
3. Either one year's leave at half pay or one semester's leave at full pay may be granted.
4. The recipient of a sabbatical leave must agree by contract to return to the Madison system and render at least two full years of service following the sabbatical leave, or to repay the sabbatical leave fund amounts received as stipulated in the contract.
5. Application for sabbatical leave shall be made to the Sabbatical Leave Committee consisting of an appointee of the Board of Education, an appointee of Madison Teachers, and a third selected by the two appointees; the committee shall carefully consider the value to both the teacher and Madison school system of the proposed study and/or research. The Committee's decision(s) as to the recipients of such leave shall be final.
6. If a recipient of a sabbatical leave receives income from employment or from scholarship aid or emolument funds from other sources during the time he or she is on sabbatical leave, the Board of Education shall reduce the sabbatical leave payments, otherwise payable, by an amount equal to such income to the extent when such income, when added to the sabbatical leave payments, exceeds the salary which the recipient would have received if he or she had signed an individual teacher's contract for full time employment.
7. The recipient will advance via yearly increments while on Sabbatical Leave.

G. RELIGIOUS HOLIDAYS

1. The Board of Education will allow absence from work without loss in pay for the purpose of observing religious holidays providing the doctrine of the teacher's religion and the teacher's religious convictions prohibit the teacher from working on such holiday, and further provided that the teacher perform compensatory work as assigned by the Director of Employee Services, or his designee, during the school year in which the absence occurred. If the compensatory work project is not completed by the last day of the school year, a deduction at the rate of pay at the time the absence occurred shall be made from the final check to be received by the teacher.
2. The compensatory work shall be the same, or substantially similar to the work usually and customarily performed by teachers.
3. A request for absence for the purpose of observing religious holidays shall be made in writing to the Director of Employee Services at least fifteen (15) school days prior to the requested absence.
4. An approved absence shall state the time involved in the compensatory work obligation. The Director of Employee Services shall also inform the teacher in writing of the nature of the compensatory work to be performed and the supervisor of the compensatory work project.

H. EXCUSED AND UNEXCUSED ABSENCES

1. If school is in session, a teacher is not paid for an absence the teacher claims was caused by inclement weather.
 - a. The Superintendent may review on request circumstances and conditions involved in all such cases.
2. A teacher is to remain on the job until school officially recesses before a vacation.
 - a. A principal may excuse the teacher who has no assigned responsibilities involving the teaching or supervision of students the last hour of the school day.
3. A teacher is not paid for time away from his assigned responsibilities to officiate or judge school or other contests or meets unless such activity is part of and contributes to the school program and the teacher absence is approved by the Area Director.

I. VISITATION DAY

1. One day per teacher contract year is granted to the teacher to observe, by visitation, good instructional practices in other schools.
 - a. The teacher's request for a visitation day is submitted to the principal for approval; the principal may request a teacher to have a visitation day.
 - b. The teacher is reimbursed for visitation expenses providing the visitation day was requested by a school supervisor or administrator and a substitute teacher shall be provided.
 - c. This provision does not apply to temporary contract teachers.

J. PROFESSIONAL CONFERENCE

1. The Board of Education recognizes the importance of improving the professional and administrative functions of a staff member through his attendance at a professional meeting in his respective field.
2. A request for a staff member's attendance at a professional meeting may be approved by the Superintendent of Schools upon the recommendation of an appropriate administrator.
3. Expenses considered germane to attendance that may be reimbursed by the Board of Education are:
 - a. Registration
 - b. Travel
 - c. Lodging
 - d. Meals
 - e. Gratuities
 - f. Miscellaneous, as itemized
4. A staff member who requests attendance at a professional meeting in his/her field of teaching and pays his/her own expenses may be permitted to attend without loss in pay providing a suitable substitute teacher is procured.
5. A staff member who is invited on an honorarium basis to attend a professional meeting for the purpose of being a participant on the official program does so with loss of pay and without expense reimbursement.
 - a. When appearance on a program is incidental to attendance at a professional meeting in the teacher's field, the teacher pays his/her expenses but does not lose pay.

K. STATE TEACHERS' CONVENTION

1. When the Wisconsin Education Association and the American Federation of Teachers state conventions are scheduled on different dates, the certified bargaining agent for the teachers employed by the Board of Education shall designate, subject to legal limitations, which convention is to be the official convention.
2. A teacher who does not attend the official convention shall work in his/her assigned school at professional work.
3. Psychologists, social workers, speech and language therapists, physical and occupational therapists, and counselors may, at their option, attend other appropriate professional conventions/conferences as determined by the parties to this Agreement so long as such consume no more than three days. Such, if so utilized, will be in lieu of the days set forth for attendance at the WEAC and/or SWEIO Convention(s).
4. No more than three (3) days per year are provided for convention purposes.

VI - Factors - Personal - L

L. ROYALTIES

1. Any royalties occurring from the sale to the Madison Metropolitan School District of any textbooks, published materials or other teaching equipment, written or created by a staff member, shall be refunded by such member to the Board of Education.

VI - Factors - Personal - M

M. TUTORING

1. A staff member shall not during the school year tutor for pay any student enrolled in the Madison Metropolitan School District without the written permission of the Superintendent of Schools.
2. No announcements may be made in the school by staff members who wish to tutor pupils during vacation periods.

VI - Factors - Personal - N

N. SOLICITATION OF PARENTS

1. An employee of the Madison Metropolitan School District shall not solicit for school purposes without the approval of the Board of Education.

VI - Factors - Personal - O

O. POLITICAL ACTIVITY

1. The Board of Education shall guarantee to teachers full equality with other citizens in the exercise of their political rights and responsibilities, such as voting, discussing political issues, campaigning for candidates, and running for and serving in public office, but teachers shall refrain from exploiting the institutional privileges of their professional positions to promote candidates or parties and activities.
2. When serving in a public office interferes with the teaching duties of a regular or title contract teacher, leaves shall be granted in units of one semester.

VI - Factors - Personal - P

P. GIFTS

1. The acceptance of gifts of commercial value by certified or noncertified personnel from students or parents is prohibited.
 - a. Exception may be made by the Superintendent of Schools in case of bereavement, long illness, or death.

VI - Factors - Personal - Q

Q. COMMERCIAL PRODUCTS ENDORSEMENT

1. Employees of the Board of Education may appear on the T.V. and radio programs sponsored by taverns or firms that promote the sale of beer, liquor, or cigarettes providing the appearance is via video tape or recording and providing no endorsement of the sponsoring firm or product is stated or implied immediately prior to, during, or immediately following the appearance of the employee.

VI - Factors - Personal - R

R. OUTSIDE EMPLOYMENT

1. A member of the staff, during the period of his/her contract with the Board of Education, shall not engage in other employment or private enterprise for gain if such employment or private enterprise interferes or conflicts with the primary obligations of his contract with the Madison Metropolitan School District.

VI - Factors - Personal - S

S. TEACHER RESIDENCE

1. The City of Madison requires civil service employees to live in the City of Madison.
2. Although there is no city ruling stipulating the residence location of a teacher, the Board of Education encourages teachers to live within the school district.

VI - Factors - Personal - T

T. MARRIED COUPLES ON STAFF

1. Husband and wife may be employed as professional staff members; however they will not be assigned to the same school unless specific permission is granted by the Area Director.
2. Husband and wife may be employed as a professional staff member and a classified employee; however, they will not be assigned to the same school unless specific permission is granted by the Area Director.

VI - Factors - Personal - U

U. AVAILABILITY OF HEALTH SERVICES

1. The Board of Education shall notify all teachers through the Staff News of all health services which the Madison Board of Health or Wisconsin State Department of Health may make available to teachers.

VI - Factors - Personal - V

V. TRANSPORTATION OF PUPILS IN PRIVATE CARS

1. Staff members shall not transport pupils in private cars except in cases where the Board of Education specifically permits the practice and proper insurance coverage has been obtained.
2. Athletic coaches and other staff members may transport students to and from school events with the permission of the principal providing they carry insurance in the amount of:
 - a. \$100,000 for one person,
 - b. \$300,000 for a group,
 - c. \$50,000 property damage.

The Board of Education pays the difference in premium between liability coverage of \$15,000 - \$30,000 - \$5,000 and the \$100,000 - \$300,000 - \$50,000 upon submission of evidence of such required amount to the Director of Business Services.

VI - Factors - Personal - W

W. PERSONNEL FILES

- A. Teachers shall have the right to see all information in their personnel folder relating to their performance during employment in the Madison Metropolitan School District upon appropriate request.
 1. Pre-employment recommendations, credentials, practice teaching or intern evaluations and medical reports are confidential and not subject to review by the teacher or his representative.
 2. No official reports or derogatory statements about a teacher's conduct, service, character, or personality shall be filed by an administrator or supervisor unless the teacher is sent a copy at the same time. The teacher shall have the right to submit a response to the report or statement. The response shall be attached and filed with the report or statement in the teacher's official personnel file.
- B. An individual or group representing a teacher shall be accorded the same opportunity to review all information in the teacher's file relating to the teacher's performance during employment in the Madison Metropolitan School District if the teacher consents in writing to the review.

VII - Insurance - A

A. LIABILITY INSURANCE

1. Assault and/or Battery Cases
 - a. Teachers shall report all cases of assault and/or battery suffered by them or caused by them in connection with the teacher's employment on forms provided by the Board. These forms will be supplied to the office in each school. Principals shall transmit a copy to the appropriate Division Director, the Supervisor of School Safety and Physical Education, the agent for the liability insurer and the teacher involved.
 - b. The Board of Education shall provide at Board expense a standard type of liability insurance covering teacher's acts in performance of proper duties as a teacher. Insurance limits shall be \$100,000 for each person and \$500,000 for each occurrence. Such insurance program shall also provide an attorney to aid in the defense of any teacher in any civil or criminal action arising from an assault and/or battery on a teacher which occurs in connection with his employment or any disciplinary action taken against a pupil by a teacher where the teacher acted in good faith in accordance with the disciplinary policy of the Board. In the event of legal action, arrangements to obtain counsel shall be made through the Director of Business Services.
 - c. The attorney and/or claims personnel designated by the liability insurer in accordance with the preceding item shall assist the teacher as follows:
 - 1) by obtaining relevant information;
 - 2) by accompanying the teacher in court;
 - 3) and by acting in other appropriate ways.
 - d. A teacher assaulted in the performance of proper teaching duties and as a result is unable to resume work shall be compensated according to the worker's compensation provisions in Accident Leave. (Section VI C)
2. The Board of Education carries adequate liability insurance that provides blanket coverage for all regular school employees.
3. The Insurance Committee is instructed to study liability insurance and report their findings to the Negotiation Teams no later than May 1, 1976.

B. GROUP HEALTH-ACCIDENT INSURANCE

1. The Washington National Insurance Company group health-accident insurance program is available to teachers.
2. Participation by teachers is optional.
3. Premium payments are made by payroll deduction.

VII - Insurance - C

C. GROUP LIFE INSURANCE

1. Group Life Insurance is available to teachers effective the first day of the month following the completion of one month of employment. New hires will be provided by the District, along with other initial employment materials, application forms so they may enroll should they wish such coverage. A teacher may enroll within 31 days after becoming eligible for such coverage without having to provide evidence of insurability.
2. The Board shall contribute 25% of the premium for basic coverage for each teacher who opts for coverage in the group life insurance program. The teacher so participating shall contribute any premium payment required in addition to the Board's contribution. Such contributions shall be made via payroll deduction.
3. The benefit structure, as currently provided shall remain in effect until modified by mutual agreement. Changes in the benefit structure and/or carrier may be recommended by Joint MTI-BOE Committee on Insurance, at its discretion, to the parties at any time.
4. Employee and employer participation for payment of premium is required.

VII - Insurance - D

D. GROUP HOSPITAL AND SURGICAL INSURANCE

1. The Wisconsin Physicians Service, Dane County Health Maintenance Program (HMP), or conventional program under WPS Policy Group #1202, is available at the option of the eligible teacher.
2. Teachers new to the Madison Metropolitan School District who are hired to begin at the beginning of the school year shall have such coverage available effective September 1, provided they opt for such coverage on or before the first day of New Teacher Orientation. For teachers beginning employment after the first day of New Teacher Orientation, such coverage shall be available the 1st day of the month following 31 calendar days of employment.
3. Participation in the program is optional.
4. The premium payment by the Board of Education for teachers participating in the program is as follows:
 - a. Single Coverage: The District shall pay, on behalf of the teacher, for the duration of this contract, except as otherwise provided herein, \$26.36 per month.
 - b. Family Coverage: The District shall pay, on behalf of the teacher, for the duration of this contract, except as otherwise provided herein, \$71.76 per month.
 - c. The benefit structure of the group hospital and surgical plan shall be that announced as effective April 1, 1974, i.e. under WPS Policy Group #1202. The parties hereby direct the Joint MTI-BOE Insurance Committee to study the Health Insurance Program and to offer recommendations by May 1, 1977. However, if the Joint MTI-BOE Insurance Committee fails to recommend, or if said recommendations are made, but not adopted before December 1, 1977, and/or of notice is received that the existing (January 1, 1977) health insurance premiums are to be increased effective December 1, 1977, the parties will re-negotiate the amount of contribution for premium payment by the District toward the health insurance premium and/or the coverage of the health insurance program and carrier.
 - d. Any additional premium payments above the Board's contribution shall be deducted from the teacher's payroll check.

- e. It is understood that any changes in benefits of the announced program requiring premium increases or any premium increased for the same program required in the future will not necessarily increase the individual or family contribution by the Board of Education.
 - f. The Board shall offer the teachers the option of membership in a qualified health maintenance organization which is engaged in the provision of basic and supplemental health services in the areas in which the teacher resides, all in accordance with P.L. 93-222 and such regulations as the Secretary of Labor shall prescribe thereunder. The Board shall pay the premiums up to the amount paid for the regular group hospital and surgical insurance but shall not be required to pay any more to such health maintenance organization than it is required to pay under provision VII-D-4.
5. Early retirees may continue with Group Health Insurance Program currently available through the master contract provided they pay 100% of the premiums for same directly to the insurance carrier, further provided they are over 50 years of age upon retirement, have been employed in the Madison Metropolitan School District at least ten (10) years and are an immediate annuitant of STRS.

VII - Insurance - E

E. INCOME PROTECTION/LONG TERM DISABILITY

1. The Madison School District shall provide to teachers employed half-time or more, at no cost to the employee, long term disability income protection insurance.
2. The amount of plan benefit is 66-2/3% of the eligible employee's monthly earnings at the start of disability subject to a monthly plan benefit of \$1,000. The monthly benefit may be reduced by benefits received from Workers' Compensation, Social Security, Teachers Retirement, or any income protection plan offered by the Board of Education, and any salary or wages received from the Board of Education.
3. Benefit payments are payable to age 65 for both sickness and accident.
4. Changes in the current benefit structure and/or carrier may be recommended at any time by and at the discretion of the Joint MTI-BOE Insurance Committee unless otherwise directed by the parties. Such recommended changes shall be submitted to the parties for negotiation.

VII - Insurance - F

F. MEDICARE

1. A teacher who becomes 65 years of age during his last contract year before retirement may enroll in Medicare and withdraw from the hospital-surgical (Blue Cross/Wisconsin Physicians Service) group insurance program.
 - a. The teacher, rather than the Board of Education, makes payment for insurance coverage.
2. The equivalent of the premium that would have been paid for the teacher had the teacher remained in the hospital-surgical (Blue Cross/Wisconsin Physicians Service) group program, will be paid to the teacher who elects the Medicare Program at the end of the last contract year.

VII - Insurance - G

G. TAX DEFERRED ANNUITY

Teachers upon their written request may participate in group tax deferred annuity programs of their choice from plans approved by Madison Teachers and on file with the Secretary of the Board of Education. The Board of Education shall deduct the authorized amount from each participant's monthly salary check and forward such directly to the company. The following rules shall govern said annuity programs:

1. There shall be no solicitation of teachers during working hours by the agents of the companies selected.

2. Solicitation may be made by the agents of the company in the following manner:
 - a. The agent may place advertising in the publications of Madison Teachers with an application for teachers to complete requesting solicitation, or Madison Teachers may place such an application in its publication. Such applications shall be valid for solicitation for only thirty days from the date of completion by the teacher.
 - b. The agent may request meetings with the teachers of any building only via Madison Teachers. Such meetings may be held only after the contracted teaching day.
3. A Faculty Representative of Madison Teachers may request via the Madison Teachers Office an agent to present his company's program to the faculty of the school. Teachers in said school may then complete an application requesting individual presentation. Such individual solicitation by the agent is permissible for only thirty days after the meeting in the school.
4. Annuity payroll deductions for teachers cannot be authorized with regard to a particular company until that company has obtained a minimum of five prospective policyholders. Madison Teachers will hold authorization forms until this condition has been met. All authorizations which are approved shall be submitted to the Secretary of the Board of Education.
5. Agreements to modify salary payments and permit initial participation in a tax sheltered program shall be made on the proper form to be provided by the Office of Payroll and Purchasing. Completed agreements will be submitted only by Madison Teachers to the Secretary of the Board of Education.
6. A minimum of \$10 per month shall be permitted for payroll deduction. All other amounts must be in multiples of \$10.
7. The employee is responsible for computing a legally allowable maximum deposit.
8. There will be 10 deductions for teachers paid on a 10-pay basis and 12 deductions for those on a 12-pay basis.
9. New enrollments are permitted on January 1, April 1, and October 1 if the proper form is filed with the Secretary of the Board of Education on or before December 1, March 1, or September 1 respectively. The tax sheltered annuity will continue without additional authorization unless a teacher wishes to either change the amount of the deduction or withdraw from the program.
10. Changes in authorized deductions and withdrawals can be accepted only once each year to be effective on January 1. The proper form must be filed with the Secretary of the Board of Education on or before December 1 of each year.
11. Teachers transferring into the Madison Metropolitan School District who have been enrolled in a tax sheltered program in another school system may be permitted to continue said program with the approval of Madison Teachers. There shall be no further solicitation by the company unless so authorized by Madison Teachers. Authorization must be filed with the Board of Education as per this Agreement with deductions to begin as soon as possible.
12. In the event of an emergency or special circumstance such as death or severe illness in the immediate family (up to first cousin), sale of real estate, or inheritance of money, the Board of Education, subject to Internal Revenue Service rulings, will permit a change in the amount of the tax sheltered deduction during the calendar year subject to the following rules:
 - a. The company of the participant desiring to make a change must be agreeable to authorizing such a change.
 - b. A change in the amount of the annuity deduction would be effective with the next payroll provided such notice is received 30 calendar days in advance of said paydate by the Secretary of the Board of Education.

13. Teachers eligible to participate in the State Teachers Retirement System may participate in the Teachers' Retirement annuity program in addition to one tax sheltered program approved by Madison Teachers Incorporated if they so desire. (Those not eligible for participation in the State Teachers Retirement System may participate in one tax sheltered annuity program approved by Madison Teachers.)
14. The Business Office reserves the right to restrict the number of companies to the number of data processing codes available for tax sheltered annuities. At the present time, only 35 codes are available in addition to the one used for the Teachers' Retirement annuity program. Notice of such shall be sent to the Executive Director of Madison Teachers.
15. Violation of any of the above stated conditions may lead to removal of the company's name from the list of companies approved by the Agreement. Removal will be made at the request of Madison Teachers.

VIII - Other Board and MTI Agreements - A

A. RIGHT TO READ

1. The Board of Education and Madison Teachers agree that each pupil will receive a successful and effective education in reading. Because of this the Board agrees to continue to conduct annually an effective diagnosis of reading achievement of all pupils.
2. The Board of Education and Madison Teachers recognize that the reading ability of pupils is fundamental to the learning process. The Board therefore agrees to design a study to examine the preponderant variables believed to be associated with reading skills. The study will be with a variety of control groups from various sections of the City and shall accommodate the comparison of advancement of such groups with class sizes of 20 with class sizes between 20 and 30, K-3. The study shall be conducted for a period not to exceed three years. Teachers and students participating in the study shall remain anonymous. At the conclusion of the study, the results will be reviewed by representatives of Madison Teachers and representatives of the Board of Education and recommendations submitted to the Board of Education for action.
 - a. The name of each child who heretofore took the California Academic Aptitude test in furtherance of such study, will be removed from such test and a code will be substituted on each such test in place of such child's name:
 - 1) The name of each such child and the particular code, substituted for each such child's name will be kept in writing, and such writing shall be maintained and kept by the Superintendent of Schools as confidential data.
 - 2) The name of each such child and the particular code substituted for each child's name shall be immediately destroyed after the final test given pursuant to said Article VIII(D) is collated.
 - b. The name of each individual teacher involved in the testing will be removed from the tests given and such record will be destroyed immediately upon the receipt from California of the involved tests by the school administration.
 - c. The name of the particular school involved will be removed from the tests given and will be destroyed immediately upon the receipt from California of the involved tests by the school administration.
 - d. The only information personal to the child taking the test appearing on any test shall be the code substituted for his or her name, his or her birthdate and sex.
 - e. All tests given pursuant to Article VIII(D) of said Collective Bargaining Agreement in the future shall be handled in the manner as herein set forth.

VIII - Other Board and MTI Agreements - B

B. READING DEVELOPMENT COURSE

1. All Madison teachers in the employ of the District as of January 1, 1977 shall submit, by January 1, 1979, their college credit transcript as evidence of completion of a three (3) credit course in reading development. The course may, at the option of the individual, be taken via Professional Advancement Credit.
2. Such individuals hired after January 1, 1977 shall submit, within two (2) years from their date of hire, their college transcript as evidence of completion of a three (3) credit course in reading development. Such course may, at the option of the individual, be taken via Professional Advancement Credit.
3. Failure to comply with the above, shall result in the individual's salary level being frozen until such time that the requirement is met (per III-G-19).
4. This course shall be 3 inservice credits and shall be provided as an inservice course at no charge by the Board of Education. These 3 inservice credits may be used in lieu of academic credits. Unless these academic credits are accepted by a college or university towards a master's degree or Ph.D. (or Ed.D.) they will not count on Track 4 or 8. Such credits may be banked for use either vertically or horizontally on the salary schedule, at the option of the teacher.

VIII - Other Board and MTI Agreements - C

C. HUMAN RELATIONS COURSE

1. All teachers in the employ of the District as of January 1, 1977 shall submit, by January 1, 1980, their college credit transcript as evidence of completion of a three (3) credit, two (2) credit or a one (1) credit course in human relations. The individual may select the number of credits for which the course is taken. Such requirement may be satisfied via Professional Advancement Credit as follows:

A thirty (30) hour course of instruction will be offered teachers for three (3) inservice credits. Such credit may be banked vertically for use in crossing the next improvement level; however they will be consumed in crossing the succeeding improvement level.

The course shall consist of three tiers:

- a. 10 hours for 1 credit (required of all teachers).
 - b. 20 hours for 2 credits (optional for all teachers).
 - c. 30 hours for 3 credits (optional for all teachers).
2. Such individuals hired after January 1, 1977 shall submit within three (3) years from their date of hire, their college transcript as evidence of completion of said course. Such may, at the option of the individual, be taken in the District via Professional Advancement Credit per the above.
 3. Failure to comply with the above shall result in the individual's salary level being frozen until such time that the requirement is met (per III-G-19).
 4. Teachers utilized as course instructors shall be paid at the rate of \$10.00 per hour.

VIII - Other Board and MTI Agreements - D

D. STUDY COMMITTEES CREATED

The following committees are established:

1. Evaluation Committee:

- a. A joint committee made up of three representatives appointed by the President of Madison Teachers and three appointed by the Superintendent of Schools will receive and analyze recommendations from any and all sources.
- b. The committee will report its recommendations to the Board of Directors of Madison Teachers and to the Board of Education not later than May 1, 1977. At such time, the recommendations will be the subject of negotiations for possible inclusion in the collective bargaining agreement. Any such agreement between the negotiation agents of Madison Teachers and the Board will become effective at such time as agreed upon by said agents.
- c. Until such time that the negotiation agents agree to the implementation of a new evaluation instrument, the instruments appearing in Section IV-I shall be used in assessment of all teachers.

2. Insurance Committee:

- a. Any insurance policy selected by the Board of Education to implement provisions of this Agreement will be acted upon by the Board of Education following a recommendation by the Joint Madison Teachers/Board of Education Insurance Committee which is part of this Agreement.
- b. The Joint Insurance Committee of the Board of Education and Madison Teachers is instructed to:
 - 1) Undertake a study of the establishment of a sick leave bank and its coordination with the personal illness leave accumulation provision of the collective bargaining agreement and the long term disability provision of the collective bargaining agreement.
 - 2) The MTI-BOE Joint Insurance Committee is instructed to study the Districts' liability insurance coverage and report its recommendations to the Board of Directors of Madison Teachers and to the Board of Education not later than September 1, 1977. Such recommendations shall include a recommendation relative to coverage for replacement or repair of teachers' automobile, clothing, and/or personal belongings damaged or destroyed by pupils while the possession(s) of the teacher is on or near the school premises during school hours or while the teacher is on school business. Said committee is further directed to give the above mentioned study priority over other charges which the parties have previously given to said committee.
 - 3) Study Health Insurance Program as noted in VII D, 4c.

3. Committee on Retirement

The President of MTI and the Superintendent of Schools shall establish a joint committee with each appointing three members to study the need, the methods, feasibility and financial impact on the school district and the individual teacher in regard to the early retirement of teachers.

The committee shall file a report relative to the implementation of early retirement and shall submit these recommendations to MTI and the Board of Education by October 1, 1976.

E. CONTRACT PRINTING

1. The Master Contract shall be printed and distributed to all teachers at the expense of the Board of Education.

F. ADOPTION OF BOARD POLICIES

1. All policies of the Board of Education affecting teachers' wages, hours and conditions of employment shall remain in effect unless changed by mutual agreement by the Board of Education and Madison Teachers. This agreement shall be binding on each of the parties for the period January 1, 1977 to October 15, 1978, the duration of this Collective Bargaining Agreement.

G. EXPENSE OF TRANSCRIPTS

1. If a transcript of hearing is desired the party so desiring will bear the cost. If mutually agreed between the parties, or if the other party desires a copy the cost shall be shared.

H. WORKSTOPPAGE

The Board of Education and MTI subscribe to the principle that differences of opinion between the parties should be resolved by the peaceful means available without interruption of the school program.

Therefore, MTI agrees that there will not be any strikes, workstoppages or slow-downs during the life of this Agreement, i.e., for the period commencing January 1, 1977 and ending October 15, 1978. Upon the notification of the President and Executive Director of MTI by the President of the Board of Education of the Madison Metropolitan School District of any unauthorized concerted activity, as noted above, MTI shall notify those in the collective bargaining unit that it does not endorse such activity. Having given such notification, MTI shall be freed of all liability in relation thereto.

The Board of Education agrees that it will not lock-out collective bargaining unit members during the period specified above.

I. SEVERABILITY CLAUSE

1. If the preceding Agreement is declared void by a court in whole or in part, then, to that extent, the Agreement shall be void, but to no greater extent than so declared.

THIS AGREEMENT SHALL BE BINDING ON THE PARTIES TO THIS AGREEMENT.

BOARD OF EDUCATION OF THE CITY OF MADISON
 By: Bartana B. Birkholz
 Attest: Edward J. Simpson President
 Date Signed: April 18, 1977 Secretary
 Date Approved: April 18, 1977

MADISON TEACHERS, INCORPORATED
 By: James H. Skager
 Attest: John A. H. Skager President
 Date Signed: July 29, 1977 Executive Director
 Date Approved: January 6, 1977
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6178-0086188f001_01

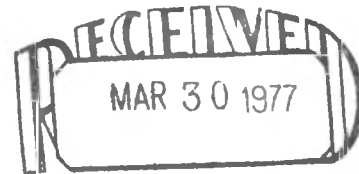


*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

O.M.B. No. 44-R0003
App. exp. March 31, 1980

March 28, 1977

16 SEP 1977



EMPLOYEE SERVICES
MADISON METROPOLITAN
SCHOOL DISTRICT

Employee Services Coordinator
Madison Board of Education
545 West Dayton
Madison, Wisconsin 53703

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s): **covering your schools' Teachers and the Madison Teachers, Inc. (Ind.).** The agreement we have expired, December 1976.

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the current agreement, if it has been continued without change or if it is to remain in force until negotiated. Your cooperation in this matter will be appreciated.

I should like to remind you that our agreement is available for public inspection. You may return this form with a restriction on disclosure which requires no postage.

Sincerely yours,

Julius Shiskin
JULIUS SHISKIN
Commissioner

**MADISON
METROPOLITAN SCHOOL DISTRICT
Employee Services Division
545 West Dayton Street
Madison, Wisconsin 53703**

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1900
2. Number and location of establishments covered by agreement 50
3. Product, service, or type of business Education
4. If your agreement has been extended, indicate new expiration date _____

Your Name and Position

Phil Ingwell
545 W. Dayton ST.
Address

Coordinator Employee Services

608-266-6062

Area Code/Telephone Number

Madison Wis. 53703

City/State/ZIP Code